EXHIBIT A

# JDC CONSTRUCTION COMPANY

P.O. LOCK WYLIE, TX. 750)B 111.972-112-1904 FAX 972-112-1884

# PROPOSAL

3/14/2010

CITY OF FRIECO PARKES AND RECREATION PRISCO TRISCO SERVINDELVO

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TOTAL BOTH PARKS \$256.600

Agraement for Completion of Hammingbird Neighborhood Park and Benver's Bend Trail Extension Project \$70050.01

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# BEAVERS BEND PARK TRAIL EXTENSION, POND AND PLAYGROUND IMPROVEMENTS FRISCO, TEXAS

BID NO. 0803-035



# **TECHNICAL SPECIFICATIONS**

PREPARED FOR:

PARKS AND RECREATION DEPARTMENT CITY OF FRISCO FRISCO, TEXAS

**MARCH 2008** 

PREPARED BY:



Jones & Boyd, Inc.

■ ENGINEERING ■ PLANNING ■ LANDSCAPE ARCHITECTURE ■ SURVEYING

JBI Project No. FRI008

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# BEAVERS BEND PARK TRAIL EXTENSION, POND AND PLAYGROUND IMPROVEMENTS Frisco, Texas

# SECTION 02515

# CONCRETE FOR PAVING & VERTICAL SURFACES

# PART 1 - GENERAL

Under this section of specifications, the Contractor shell furnish all labor, materials, tools, equipment and related items required to do the cast-in-place concrete work as indicated by the contract documents. In general, these items include:

- Concrete for private paving (fire larses, drive isles, parking stalls and sidewalks);
- Concrete for vertical surfaces. В.
- CONCRETE FOR STREET PAVEMENT AND DRAINAGE STRUCTURES: Concrete for street pavement within City dedicated right-of-way and all drainage structures shall conform to City 1.2 Specifications and Standards.

# REFERENCE SPECIFICATIONS AND TESTING METHODS 1.3

The specifications of the American Society for Testing and Materials (ASTM) referred to in these specifications are listed below with their serial designation and, with their latest revisions, are deplaced to be a part of these specifications, the same as if fully set forth elsewhere herein:

Historic Hotoric				
A 82 A 184	Specifications for Cold-Drawn Steel Wire for Concrete Reinforcement Specifications for Fabricated Steel Bar or Rod Mals for Concrete			
A 194	Reinforcement			
A 186				
A 615	Specifications for Deformed Billet Steel Bald for Pression and Flexure Test Method of Malding and Curing Concrete Compression and Flexure Test			
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C 42	Methods of Securing, Preparing, and Testing Operations			
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C 131				
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C 138	Melitod of lest for Adelair het Compare			
	(Gravimetrio) of Concrete Melhod of Test for Slump of Portland Cement Concrete			
C 143	Specifications for Portland Cement			
C 150				
C 171	Method of Sampling Flesh Content of Freshly Mixed Condrete by the			
C 173				
	Volumetric Method Method of Making and Curing Concrete Compression and Flaxure Test			
C 192	Specimens in the Laboratory			
	Sherittette in the benefit of a			

C 231	Method of Test for Air Content of Freshly Mixed Concrete by the
	Pressure Method
C 260	Specifications for Air-Entraining Admixtures
C 308	Specifications for Liquid Membrane-Forming Compounds for Curing
Q 000	Concrete
C 330	Specifications for Lightweight Aggregates for Structural Concrete
C 494	Considerations for Chemical Admixities for Concrete
C 618	Specifications for Fly Ash and Raw Calcined Natural Pozzolans for Use In
Golo	Portland Cement Congrete
D 004	Specifications for Preformed Expansion Joint Filler for Concrete
C 994	(Bituminous Type)
	Specifications for Preformed Expansion Joint Fillers for Concrete Paving
G 1751	Specifications for Prefutited Expansion south files for Certification
	and Structural Construction (Non-extruding and Resilient Bituminous
	Types)
C 1752	Specifications for Preformed Expansion Joint Fillers for Conorse Paving
	and Structural Construction (Non-extruding and Resilient Non-bituminous
	Types)
101 1000	Standards. The following publications of the American Concrete institute

B. ACI and CRSI Standards. The following publications of the American Concrete Institute and the Concrete Reinforcing Steel Institute shall become a part of this specification.

except as may be modified herein:

EVOCATION IS INCOME THE PROPERTY OF THE PROPER				
ACI 315	Manual of Standard Prectices for Detailing Reinforced Concrete			
	Structures			
ACI 318	Bullding Code Requirements for Reinforced Concrete			
ACI 347	Recommended Practice for Concrete Form Work			
ACI 305	Recommended Practice for Cold Weather Concreting			
ACI 605	Recommended practice for Hot Weather Concreting			
ACI 613	Recommended Practice for Selecting Proportions for Congrete			
ACI 614	Recommended Practice for Measuring, Mixing, and Placing Concrete			
CRSI 63	Recommended Practice for Placing Reinforcing Bars			
CRSI 64	Recommended Pradice for Placing Bar Supports, Specifications			
UNUINT	Nomenclatures			
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C. Drainage: Flatwork shall be constructed to grades indicated on the drawings, Flatwork which ponds water shall be removed and replaced. The Contractor shall notify Owner's Representative during fine grading and form setting of any areas that may have a potential for ponding prior to pouring pavement.

# 1.4 SUBMITTALS

- A. Concrete mix design: Contractor shall employ and pay for services of an independent testing agency to design concrete work of this section including trial design batches and laboratory testing to meet requirements of class of concrete specified. Design mix shall contain aggregates representative of those proposed for use in work. Tests for slump and unit weight shall be performed by testing agency.
  - Proportion concrete in conformance with ACI 318, Chapter 4.
  - Prior to commencing operations, furnish a statement giving mix proportions of ingredients and maximum nominal coarse-aggregate size.
- B. Product Date: Submit product date on reinforcing, curing compound, admixtures, sealants, expansion joints, water stops, etc.
- C. Jointing plan for expansion, construction and control joints.

# PART 2-PRODUCTS

2.1 CEMENT: Podland cement conforming to "Specifications for Portland Cement" (ASTM C 150)
Type I or III except as follows:

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- Type III dement shall not be used when the anticipated air temperature for the succeeding Α. 12 hours will exceed 60° F.
- Type III cement may be used, regardless of air lemperature, in all precast concrete. В.
- All cement used in a monolithic placement shall be of the same type. C.
- FLY ASH: Fly ash may only be used for concrete pavements. Use of fly ash for pavement within City of Frisco right-of-way shall be approved by the City. Fly ash shall conform to the requirements 2.2 of Texas Department of Transportation Materials Specification D-9-8900. Copies of specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cament plus fly ash" shall be composed of Type I, II or III Porlland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of Portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white Portland cement ls required.

- ADMIXTURES: Each of the following admixtures shall be used when required and may be used 2.3 when permitted, They shall conform to the appropriate specifications as indicated;
  - Alr-Entraining Admixtures. "Specifications for Air-Entraining Admixtures for Concrete" A. (ASTM C 260).
  - Pozzolanic Materials. "Specifications for Fly Ash and Raw or Calcined Natural Pozzolans В. for Use in Portland Cement Concrete" (ASTM C 618).
  - Chemical Admixtures, "Chemical Admixtures for Concrete" (ASTM C 484). C,
  - Admixtures containing or producing calcium chloride will not be permitted. D,
  - An approved water reducing retarder shall be used in the proportions recommended by E. the manufacturer when the temperature of the concrete as placed exceeds 75" F.
- WATER: Mixing water for concrete shall be fresh, clean and potable. 2.4

#### AGGREGATES 2.5

- Aggregates for concrete shall conform to "Specifications for Concrete Aggregates" (ASTM A.
- Fine and coarse aggregates shall be regarded as separate ingredients. Each size of В. coarse aggregate, as well as the combination of sizes when two or more are used, shall conform to the grading requirements of the appropriate ASTM specifications.

### STORAGE OF MATERIALS 2.6

- Coment and fly ask shall be stored in weathertight buildings, bins, or silos, which will A, provide protection from dampness and contamination and will minimize warehouse set.
- Open aggregate stockpiles shall be arranged and used in a manner to avoid excessiva segregation or contemination with other meterials or with other sizes or like aggregales. В. To ensure that this condition is met, any test for determining conformance to requirements for cleanness and grading shall be performed on samples secured from the aggregates at the point of balching. Stockpiles shall be built in successive horizontal layers not exceeding 3 feet in thickness, with each layer being completed before the next is started. Frozen or partially frozen aggregates shall not be used. Sand shall be allowed to drain until is has reached a uniform moisture content before it is
- Admixtures shall be stored in such a manner as to avoid contamination, evaporation, or C. demage. For those used in the form of suspensions or nonstable solutions, suitable

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agilating equipment shall be provided to assure uniform distribution of the ingredients, Liquid admixtures shall be proteoled from freezing and other temperature changes which would adversely affect their characteristics.

- 2.7 PROPORTIONING: Concrete for all parts of the work shall be homogeneous and, when hardened, shall have the required strength, resistance to deterioration, durability, resistance to abresion, watertightness, appearance, and other specified properties.
- 2.6 STRENGTH: All concrete shall have a compressive strength specified on the plans at 28 days.
- 2.9 DURABILITY

All concrete shall contain entrained air as indicated below.

# TOTAL AIR CONTENT FOR VARIOUS SIZES OF COARSE AGGREGATE

Nominal Maximum Size	Total Air Content,	
Of Coarse Aggregate, in.	Percent by . Volume	
3/8	6 to 10	
1/2	6 to B	
3/4	4 to 8	
1	3.5 to 6.6	
i 1/2	3 to 6	
2	2.5 to 6.5	
ā	1,5 to 4.5	

### 2.10 SLUMP

A. Stump of concrete, as determined by "Method of Test for Slump of Portland Cement Concrete" (ASTM C 143), shall be in accordance with the table below. If concrete is conveyed by pumping or pneumatic equipment, slump tests shall be taken at the discharge end. If slump tests are taken at the hopper end for the convenience of the Contractor, such tests shall be paid for by the Contractor.

B. The minimum slump may be walved if approved by the Engineer for concrete used in sloping construction.

# SLUMPS FOR VARIOUS KINDS OF CONSTRUCTION

	Slump (inches)*	
Kinds of Construction Slab on Grade Footings Pavements Walls Odlled Piers Columns	Maximum 5 3 4 4 5 4	Minimum 4 1 1 2 7 2

<sup>\*</sup>For concrete to be vibrated

2.11 MAXIMUM SIZE OF COARSE AGGREGATES: The nominal maximum size of aggregate shall be 1½ inches.

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### PROPORTIONING OF INGREDIENTS 2.12

3,500 psi

### General

- The proportion of ingredients shall be selected to produce the proper placeability, durability, strength, and other required properties. If concrete is to be conveyed by pumping or pneumatic equipment, a mix design appropriate for such conveyance shall be submitted.
- The proportion of ingredients shell be such as to produce a mixture which will 2. work readily into the corners and angles of the forms and around reinforcement by the methods of placing and consolidation employed on the work, but without permitting the materials to segregate or allowing free water to collect on the surface.
- Water-Cement Ratio. The determination of the water-cement ratio to attain the required В. strength shall be in accordance with one of the following methods:

# MAXIMUM PERMISSIBLE WATER-CEMENT RATIOS (METHOD 1)

Specified 2B-day Compressive Strength ръī

Maximum Permissible Water-Cement Ratios\*

U,S. gal. Cement Per 94 lb. Per C.Y. Bag of Min. Cement (Sacks) 6.0 6,0

\*Including free surface moisture on aggregates and liquid mixtures. May be increased, in accordance with cement manufacturer's recommendations, to compensate for additional water of hydralion required when shrinkagecompensating cament is used.

Method 1 is not applicable to concrete containing admixtures other than those exclusively for the purpose of entraining air.

Method 2 - For Combinations of Materials to Be Established by Trial Mixes.

- Concrete trial mixtures having proportions and consistency sullable for the work shall be made using at least three different water-cement ratios which will produce a range of strengths encompassing those required for the work. Trial mixes shall be designed to produce the maximum allowable slump.
- Proportions of ingredients shall be determined and tests conducted in accordance 2. with the basic relationships and procedures outlined in "Recommended Practice for Selecting Proportions for Concrete" (ACI 613-64).
- For each water-cament ratio at least three specimens each age to be tested shall 3. be made and cured in accordance with "Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Laboratory" (ASTM C 192) and tested for strength at 28 days, or at any earlier or leter age specified. Tests shall be conducted in accordance with "Method of Test for Compressive Strength of

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Molded Concrete Cylinders" (ASTM C 39).

From the results of these tests, a curve shall be plotted showing the relationship 4. between water-gement ratio and compressive strength. The maximum permissible water-cement ratio shall be that value shown by the curve to produce a strength a minimum of 15 percent greater than the strength specified. After the water-cament ratio has been established by Method 1 or 2, concrete mix proportions shall be determined in accordance with Paragraph B describing method 2 above.

## Alternate Procedure:

in lieu of proportioning as specified above, a mix design employing the same ingredients proposed for use and used successfully on a previous project under similar conditions to those anticipated on this project may be used provided the following are submitted and approved:

The concrete mix design. В.

Reports for at least 20 consecutive sets of 7- and 28-day concrete b. strength tests made during the last six months.

Reports of compliance tests of fine and coarse aggregates made during C, the last six months.

#### FORMWORK 2.13

Detailed recommendations are given in "Recommended Practice for Concrete Formwork" Α.

Earth outs shall not be used as forms for vertical surfaces, unless indicated on project В. drawings.

### DESIGN OF FORMWORK 2.14

The design and engineering of the formwork, as well as its construction, shall be the responsibility of the Contractor.

The formwork shall be designed for the loads and lateral pressures outlined in 1.2 of В. "Recommended Practice for Concrete Formwork" (ACI 347) and wind loads as specified by the controlling local building code and such other loads to which the forms may be subjected. Design considerations and allowable stresses shall meet Section 103 of the above reference and the applicable requirements of all state and federal safety standards.

Requirements for facing materials are described in Sections 3.18 to 3.24. The maximum C. deflection of facing materials reflected in concrete surfaces exposed to view shall be 1/240 of the span between structural members. Sultable moldings or chamfer strips shall be placed in the corners of column, beam, and wall forms where the concrete will be exposed to view.

Where necessary to maintain the specified tolerances, the formwork shall be cambared to D. compensate for anticipated deflections in the formwork due to the weight and pressure of the fresh concrete and due to construction loads,

Positive means of adjustment (wedges or jacks) of shored and struts shall be provided, E. and all settlement shall be taken up during concrete placing operation. They shall be sacurely braced against lateral deflections.

Temporary openings shall be provided at the base of wall forms and at other points where F. necessary to facilitate cleaning and observation immediately before concrete is deposited.

Form accessories to be partially or wholly embedded in the conorate, such as ties and . G, hangers, shell be a commercially manufactured type. Nonfabricated wire is not acceptable. The portion remaining within the concrete shall leave no metal within one inch of the surface when the concrete is exposed to view. Spreader cones on ties shall not exceed 7/8-Inch diameter. Form ties shall be designed to prevent seepage of water along the tle.

Plastic form tlas will not be permitted. H.

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- TOLERANCES: Formwork shall be constructed so as to ensure that the concrete surfaces will conform to the tolerances of Part 2.4, "Recommended Practice for Concrete Flatwork" (ACI 347). 2.15
- PREPARATION OF FORM SURFACES 2.16
  - Forms shall be sufficiently tight to prevent leakage of grout or cement paste.
  - Plywood and other wood surfaces not subject to shrinkage shell be sealed against absorption of moisture from the concrete by either (1) a field-applied, approved form oil or В. sealer or (2) a factory-applied nonabsorptive liner.
  - When forms are coaled to prevent bond with concrete, it shall be done prior to erecting forms. Excess coating material shall not be allowed to stand in puddles in the forms nor C. allowed to come in contact with concrete against which fresh concrete will be placed.
  - Where as-cast finishes are required, meterials which will impart a stein to the concrete shall not be applied to the form surfaces. Where the finished surface is required to be D. painted, the material applied to form surfaces shall be compatible with the type of paint to be used.
  - All form surfaces shall be cleaned before re-use. E,

### REMOVAL OF FORMS 2.17

- Formwork for columns, walls, sides of beams, and other pads not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist demaga from removal operations.
- Formwork for beam soffits and slabs and other parts that support the weight of concrete shall remain in place until the concrete has reached its specified 28-day strength, unless В. otherwise permitted.
- When shores and other vertical supports are so arranged that the form facing material may be removed without loosening or disturbing the shores and supports, the facing C. material may be removed at an earlier age as specified or permitted. The shores and supports shall remain in place until the concrete has resolved its specified 28-day strength, unless otherwise permitted.
- Whenever the formwork is removed during the curing period, the exposed concrete shall D. be cured by one of the methods specified in Curing,
- Form ties not required for additional construction shall be removed as soon as possible (not to exceed two working days) after form removal. E,

# 2.18

REMOVAL STRENGTHS When formwork removal or reshoring removal is based on the concrete reaching its specified 28day strength (or a specified percentage hereof), the concrete shall be presumed to have reached this strength when either of the following conditions has been met:

- When test cylinders, field-cured under the most unfavorable conditions prevailing for any portion of the concrete represented, have reached the required strength. Excerpt for the field ouring and age at test, the cylinders shall be molded and tested as specified.
- When the concrete has been oured as specified for the same length of time as the age at test of laboratory-cured cylinders which reached the required strength. The length of line В. the concrete has been cured in the field shall be determined by the cumulative number of days or fraction thereof, not necessarily consecutive, during which the temperature of the air in contact with the concrete is above 50° F and the concrete has been damp or theroughly sealed from evaporation and loss of moisture,
- REINFORCEMENT: Details of concrete reinforcement not covered herein shall be in accordance with "Building Code Requirements for Reinforced Concrete" (ACI 318) and "Manual of Standard 2.19 Practice for Detailing Reinforced Concrete Structures" (ACI 315).

#### REINFORCING STEEL 2.20

- All reinforcing steal except #2 bars and column spirels shall be deformed as defined in Section 301, "Building Code Requirements for Reinforced Concrete" (ACI 318).
- All reinforcing steel shall be of the yield point (or yield strength) of 60,000 psi and shall Β. conform to the appropriate specifications as indicated.
  - Reinforcing Bars, "Specifications for Deformed Billet Steel Bars for Concrete Reinforcement" (ASTM A 615).
  - Reinforcing Wire. "Specifications for Cold-Drawn Steel Wire for Concrete 2, Reinforcement" (ASTM A 82).
- WELDED WIRE FABRIC: Welded wire fabric shall be electrically welded wire fabric of cold-drawn 2.21 wire of gage and mesh shown on the drawings or required and shall conform to "Specifications for Welded Steel Wire Fabric for Concrete Reinforcement" (ASTM A 185).

### FABRICATING AND PLACING TOLERANCES 2.22

- Bers used for concrete reinforcement shall meet the following requirements for fabricating A. blerances:
  - Sheared length: + 1 in. 1.
  - Depth of truss bars: ± 0, -1/2 in. 2,
  - Stirrups, ties, and spirals; ± 1/2 in. 3.
  - All other bends: ± 1 in. 4.
- Bars shall be placed to the following tolerances: В.
  - Concrete cover to formed surfaces: ± 1/4 in. 1.
  - Minimum spacing between bars; ± ½ in. 2,
  - Top bars in slabs and beams: 3,
    - Members 8 in. deep or less: ± 1/4 in.
    - Members more than 8 in, but not more than 2 feet deep:  $\pm \%$  in.
  - Members more than 2 feet deep: ± 1 in.
  - Crosswise of members: spaced evenly within 2 in.
- Bars may be moved as necessary to avoid interference with other reinforcing steel, Ç, condults, or embedded Items. If bars are moved more than one bar diameter, or enough to exceed the above tolerances, the resulting arrangement of bars shall be subject to approval.

### PLACING OF REINFORCING 2.23

- All reinforcing bars shall be supported and wired together to prevent displacement by construction loads, or the placing of concrete, beyond the tolerances specified. On ground and where necessary, supporting concrete blocks shall be used. Over formwork, concrete, metal, plastic or other approved bar chairs and spacers shall be fumished. Where the concrete surface will be exposed to the weather in the finished structure or where rust would impair architectural finishes, the portions of all accessories in contact with the formwork shall be gelvanized plastic-coated or shall be made of plastic,
- Welded wire febrio shall have lapped splices so made that the overlap measured between В. outermost cross wires of each fabric sheat is not less than the epacing of the cross wires plus 2 inches. It shall be supported as required for reinforcing bars.
- Welded wire fabric not specifically designated as non-load carrying reinforcement shall C. have lapped splices so made that the overlap measured between outermost cross wires of each fabric sheet is not less than 2 inches. It shall be extended across supporting beams and walls and to within 4 inches of concrete edges. It shall be extended through contraction joints and construction Joints except as detailed or directed. In lieu of adequate support for welded wire fabric, it shall be lifted during placing of concrete to ensure its proper position in the slab.
- To ensure proper placement, templates shall be furnished for all objumn dowels. D.
- Splices not shown on the project drawings may be used. All such splices shall be E.

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approved and shall conform to the requirements of ACI 318.

Reinforcement shall not be bent after being partially embedded in hardened concrete, F. unless approved.

- CONCRETE PROTECTION FOR REINFORCEMENT: Steel reinforcement shall be placed and 2.24 held in position so that the concrete cover, as measured from the surface of the bar, shall be the following, except as otherwise shown, specified, or directed:
  - Slabs:

2 ¼" top and bottom

- Footings: В.
  - 2" et top of footing
  - 3" at bottom and at sides placed against earth
- Retaining Walls: C.

2" at interior surfaces contacting air

3" at surfaces contecting earth or water

- Drilled Shaffs: D.
  - 3" to principal reinforcement-
- Pavement: Midpoint of paving thickness as shown on drawings. E,
- JOINTS: Required construction joints are shown on the project drawings. The maximum 2.25 horizontal dimension of any single placement shall not exceed 10 feet. All construction joints not shown on the project drawings, including those requested by the Contractor to facilitate his construction procedures and those required by these specifications, shall be submitted in the form of concrete placement (monolith) drawings for approval.

### CONSTRUCTION JOINTS 2.26

- Jointe not shown on the drawings shall be so made and located as to least impair the strength of the structure. In general, they shall be located near the middle of the spans of slabs, beems, and girders unless a beam intersects a girder at this point, in which case the joints in the girders shall be offset a distance equal to lwice the width of the beam. Unless otherwise shown on project drawings or specified herein, joints in walls and columns shall be at the underside of floors, slabs, beams, or girders and at the top of foolings or floor slabs. Beams, girders, brackets, column capitals, haunches and drop panels shall be placed at the same time as slebs. Jointe shall be perpendicular or parallel to the main reinforcement.
- All reinforcing sleet and welded wire fabric shall be continued across joints. Longitudinal В. keys at least 1-1/2 inches deep shall be provided in all joints in walls and between walls and slabs or foolings.
- The surface of the concrete at all joints shall be thoroughly cleaned and all laltance C. removed.
- Bond shall be obtained by one of the following methods: D.
  - The use of an approved adhesive. 1.
  - The use of an approved chemical retarder which delays but does not prevent 2, setting of the surface mortar. Relarded mortar shall be removed within 24 hours after placing to produce a clean, exposed aggregate bonding surface.
  - Roughening the surface of the concrete in an approved manner which will expose 3. the aggregate uniformly and will not leave lallance, loosened particles of aggregate or damaged concrete at the surface.

### EXPANSION JOINTS 2.27

Reinforcement or other imbedded metal items bonded to the concrete (except dowels bonded on only one side of joint) shall not be permitted to extend continuously through any expansion joint

Premolded expension joint filler shall be of the type required by the project drawings or В.

specified herein and shall conform to one of the following:

"Specifications for Performed Expansion Joint Filler for concrete (Bituminous 1. Type)" (ASTM D 994).

"Specifications for Preformed Expansion Joint Fillers for Concrete Paving and 2. Structural Construction (Non-extruding and Reallient Bluminous Types)\* (ASTM

"Specifications for Preformed Expansion Joint Fillers for Concrete Paving and 3. Structural Construction (Non-extruding and Resilient Non-bituminous Types") (ASTM D 1752).

Preformed expansion joint filter behind sealed joints shall be non-extruding and resilient C. bluminous or non-bituminous types.

Joint seeler for vertical and overhead joints shall be a two-component polysulfide nonsegging mixture applied in accordance with manufacturer's recommendations, Preformed expansion joint filler behind the polysulfide sealers shall be non-extruding and resilient non-bituminous expansion joint filler conforming to ASTM D 1752.

#### WATERSTOPS 2.2B

The location of waterstops in construction Joints and expansion Joints shall be as indicated herein and in the drawings and shall be continuous throughout their length, unless otherwise noted.

Waterstops shall be provided in all construction joints not shown on the drawings when ₿.

required herein.

The waterstops shall be heavy-duty polyvinyl waterstop conforming to Corps of Engineers C. Specification CRD-C-572, latest edition, as manufactured by Serviced Products Division of W.R. Grace and Company; B.F. Goodrich Company; Electrovert, Inc.; Vinylex Corporation; or an approved equal of the same type and material and approximately equal in dimensions and weight, but not necessarily of exactly the same shape. Waterstops shall be senated virgin PVC, 9 Inches wide, 3/8 Inches thick, with center bulb. The waterstop shall be extruded from polyvinyl chloride resin plastic having the following minīmum properties:

1,700 psi Tensile Strength 320% Ultimate Elongation

Brittleness Temperature

-35°F (ASTM D 746-571)

- All waterstops shall be installed so that one-half its width will be embedded on one side of D, the joint and one-half on the other. The Contractor shall employ a method of holding the waterstop in position for the first pour that is satisfactory to the Engineer. The method selected must ensure that the waterstop will be held securely in plan position and in straight alignment in the joint. Care shall be exercised to ensure that the waterstop is completely encompassed in good mortar.
- · All waterstops shall be continuous and so joint at all points of contact in the same plane, or at intersections with waterstops in different plans, as to form a complete barrier to the pessage of water through any construction, contraction, or expansion joint. Joints in PVC waterstops shall be made by heating the two surfaces to be joined until the material has softened to the pointwhere it is just short of being fluid and then bringing the two softened surfaces logether with a slight rubbing motion followed by firmly pressing them logether so that a solid and tight bond is made.

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The heading of the surfaces to be joined shall be done by an electric hot plate splicer designed for the specific purpose and controlled by means of a voltage regulator. The use of makeshift hot plates will not be permitted, nor will other means of heating the strips to be joined be allowed.

The Contractor shall provide such jigs as will assist in making the joints in a proper and workmanlike manner in holding the strips so that the alignment of joined strips is correct and angles are true to those required.

The Contractor shall take such steps as are necessary to protect exposed waterstops in F. the interim period between concrete pours.

### OTHER EMBEDDED ITEMS 2,29

All sleeves, inserts, anchors, and embedded items required for adjoining work or for its support shall be placed prior to concreting.

All Contractors, whose work is related to the conorate or must be supported by it, shall be ₽. given ample notice and opportunity to introduce and/or furnish embedded items before the concrete is placed.

PLACING EMBEDDED ITEMS: Expansion Joint material, waterslops and embedded items shall be positioned accurately and supported against displacement. Volds in sleeves, inserts, and 2,30 anchor slots shall be filled temporarily with readily removable material to prevent the entry of concrete into the voids.

# PART 3 - EXECUTION

### READY-MIXED CONCRETE 3.1

Ready-mixed concrete shall be mixed and transported in accordance with "Specifications A. for Ready-Mixed Concrete" (ASTM C 94).

The meximum elapsed time between the introduction of the mixing water and the Β. discharge of the concrete shall be 1 ½ hours if the temperature of the concrete is below 80° F. If the temperature of the concrete is between 80° F and 90° F, the maximum elapsed time shall not exceed one hour.

#### ADMIXTURES 3.2

Air entraining and chemical admixtures shall be charged into the mixer as a solution and shall be dispensed by an automatic dispenser or similar metering device. Powdered admixtures shall be weighed or measured by volume as recommended by the manufacturer. The accuracy of measurement of any admixture shall be within ±3 percent

further that the admixtures used in that combination retain full efficiency and have no В. deleterious effect on the concrete or on the properties of each other.

#### RETEMPERING 3,3

Concrete shall be mixed only in quantities for immediate use. Concrete which has set A. shall not be relempered, but shall be discarded.

Indiscriminate addition of water to increase slump is prohibited. В.

When concrete arrives at the project with slump below that sullable for placing, water may C. be added only if neliner the maximum permissible water-coment ratio nor the maximum slump is exceeded. The water must be incorporated by additional mixing equal to at least half of the total mixing required. Any addition of water above that permitted by the limitation on water-coment ratio must be accompanied by a quantity of coment sufficient to maintain the proper water-cement railo. Such addition must be approved by the Engineer of his authorized representative.

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### WEATHER CONDITIONS 3.4

Datailed recommendations for placing concrete during extreme weather conditions are given in "Recommended Practice for Cold Weather Concreting" (ACI 306) and "Recommended Practice for Hot Weather Concreting" (ACI 605).

Cold Weather ₿,

To maintain the temperature of the concrete above the minimum placing 1. temperature required herein, the as-mixed temperature shall not be less than 65° F when the mean temperature falls below 40° F.

If water or aggregate has been heated, the water shall be combined with the 2. aggregate in the mixer before cement is added. Cement shall not be added to mixtures of water and aggregate when the temperature of the mixture is greater than 100° F.

Hot Weather C.

The ingredients shall be cooled before mixing if necessary to maintain the temperature of the concrete below the maximum placing temperature required herein.

### PREPARATION BEFORE PLACING 3,5

Hardened concrete and foreign materials shall be removed from the inner surfaces of the Α. conveying equipment.

Formwork shall have been completed and cleaned; ice and excess water shall have been В. removed; reinforcement shall have been secured in place; expansion joint material, enchors, and other embedded Items shall have been positioned.

Semiporous subgrades shall be sprinked sufficiently to eliminate suction, and extremely porous subgrades shall be sealed with a 4" thick protective concrete slab if directed by the C.

The entire preparation shall be approved, D.

All reinforcing steel projecting from previously placed concrete shall be cleaned prior to E. plading new concrete.

Prior to placing the protective concrete slab, the surface of the exposed section of the F. foundation shall be graded smooth at the proper elevation. Concrete for the sleb shall be a stiff mix of composition as directed. After being deposited, the concrete shall be suitably compacted by temping and then cured in accordance with the applicable requirements, Care shall be taken that water used in the curing process does not run off the placed slab section onto the finish-graded foundation.

#### CONVEYING 3.6

A. . Detailed recommendations are given in "Recommended Practice for Measuring, Mixing, and Placing Concrete" (ACI 304).

Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent separation or loss of Ingradients and In a manner which will assure that the required quality of the concrete is obtained.

Conveying equipment shall be of size and design to ensure a continuous flow of concrete C, at the delivery end and shall be approved. Conveying equipment and operations shall conform to the following requirements:

Truck mixers, agilators, and nonagilating units and their manner of operation shall conform to the applicable requirements of "Specifications for Ready-Mixed Concrete" (ASTM C 94).

Belt conveyors shall be horizontal or at a slope which will not cause segregation 2. or loss. An approved arrangement shall be used at the discharge end to prevent separation. Long runs shall be discharged without separation into a hopper,

Chutes shall be melal or metal-lined and shall have a slope not exceeding 1 3. vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chules not meeting the slope requirements may be used provided liney discharge into a hopper before distribution.

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- Pumping or pneumatic conveying equipment shall be of sulfable kind, without, "Y" sections, and with adequate pumping capacity. The equipment shall be cleaned 4. at the end of each operation. Pneumatic placement shall be controlled so that separation is not apparent in the discharged concrete.
- Chutes or other conveying equipment shall not be constructed of aluminum.
- Concrete trucks are prohibited from rolling or driving across rebar/steel. Use ő. pump or other means required for concrete placement. 6.

#### DEPOSITING 3.7

- General. Concrete shall be deposited continuously, or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located at points as approved, Placing shall be carried on at such a rate that the concrete which is being integrated with fresh concrete is still plastic. Concrete which, has partially hardened or has been contaminated by foreign materials, shall not be deposited. Temporary spreaders in forms shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. They may remain embedded in the concrete only if made of metal or concrete and if prior approval has been obtained.
- Supported Elements, Placing of concrete in supported elements shall not be started until the concrete previously placed in columns and walls is no longer plastic. В.
- Segregation. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing. Concrete shall not be subjected to any C, procedure which will cause segregation.
- Consolidation. All concrete shall be consolidated by vibration, spading, rodding, or lorking so that the concrete is thoroughly worked around the reinforcement, around embedded D. items, and into corners of forms, eliminating all air or atone pockets which may cause honeycombing, pitting, or plans of weakness. Mechanical vibrators shall have a minimum frequency of 7,000 revolutions per minute and shall be operated by competent workers. Overvibrating and us of vibrators to transport concrete within forms shall not be allowed, Vibrators shall be inserted and withdrawn at many sufficient points, from 18 to 30 inches apart. At each Insertion, the duration shall be sufficient to consolidate the concrete but not sufficient to cause segregation, generally from 5- to 15-seconds duration. A spare vibrator shall be kept on the job during all concrete placing operations,

Forms shall not be vibrated unless suitable vibrators are used and forms are designed for external vibrators.

Detailed recommendations for consolidation of concrete are given in "Consolidation of Concrete" (ACI 609).

### WEATHER CONDITIONS 3,8

- Protection A.
  - Unless adequate protection is provided and/or approval is obtained, concrete 1. shall not be placed during rain, sleet, or snow.
  - Rainwater shall not be allowed to increase the mixing or to damage the surface 2.
- Placing Temperature, The minimum temperature of all concrete at the time of placement shall be not less than 50° F. The meximum temperature of cast-in-place concrete shall В. not exceed 90° F when placed. Concrete pevernent, footings, sidewalks and curbs shall not be subject to the above maximum. A retarding agent shall be required in all concrete, except for footing, sidewalks and curbs when the concrete temperature exceeds 75° F as placed.

- Air Temperature. When the temperature of the air is above 85° F, an approved relarding C, agent will be required in all concrete, except for footings, sidewalks and curbs. A retarding agent will be required in all case-drilled shafts regardless of temperature.
- LARGE POURS: When large pours are permitted, the initial set of the concrete shall be retarded 3.9 sufficiently to ensure that all portions remain plastic until adjacent concrete is placed,
- PREVENTION OF RAPID SURFACE DRYING: All unformed surfaces of slab concrete shall be 3.10 protected against rapid surface drying.

When the rate of evaporation from the concrete surface exceeds 0.20 pounds per square foot, as determined from the following chart, it is very likely that pleatic cracking will take place, if it is anticipated that conditions are such that evaporation is likely to exceed 0,20 pounds per square foot, the Contractor shall take such precautions as are necessary to prevent plastic cracking. Such precautions include altering one or more of the feators influencing evaporation and to reduce it to an acceptable level. Such precautions include the following:

Building windbreaks to reduce air movement over the concrete surfaces. Α,

Reducing the concrete temperature. В.

increasing the relative humidity near the surface of the concrete with the fogging Ç. equipment.

If plastic cracking is observed, the Contractor shall follow the finishers with an immediate application of membrane curing compound.

#### BONDING 3.11

The surface of Jointa shall be prepared as specified herein. Α,

The hardened concrete of joints between footings and walls or columns, between walls or В. columns and beams or floors they support, between Joints on unexposed walls, and all others not mentioned below shall be dampened (but not saturated) immediately prior to placing of fresh concrete.

The hardened concrete of Joints in exposed work; joints in the middle of beams, girders, C. joists, and stabs; and joints in work designed to contain liquids shall be dampened (but not saturated), then thoroughly covered with a coat of next coment mortar of similar proportions to the mortar in the concrete. The mortar shall be as thick as possible on vertical surfaces and at least ½ inch thick on horizontal surfaces. The fresh concrete shall be placed before the mortar has attained its initial set.

Joints receiving an adhesive shall have been prepared and adhesive applied in D. accordance with the manufacturer's recommendations prior to placing of fresh concrete.

- Surfaces of Joints which-have been obtained by the use of a chemical retarder shall have E. been prepared in accordance with the manufacturer's recommendations prior to placing fresh concrete.
- CONCRETE UNDER WATER: Concrete shall not be deposited under water, but shall be 3.12 deposited in areas free from water.
- REPAIR OF SURFACE DEFECTS: All repairable defective areas shall be petched immediately 3.13 after form removal.

#### **DEFECTIVE AREAS** 3.14

Minor honeycombad areas will be chipped back to solid material, cleaned, coated with an approved bonding material, then grouted flush with surrounding surfaces. In exposed areas, the grout will be mixed to match color and texture of the area patched. A sample mix will be prepared for each area patched so texture and color may be compared for approval.

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The patching mixture shall be made of the same material and of approximately the same proportions as used for the concrete, except that the coarse eggregate shell be omitted ₽, and the mortar shall consist of not more than 1 part cement to 2-1/2 parts sand by damp loose volume. White Portland Cement shall be substituted for a part of the gray Portland Cement on exposed concrete in order to produce a color matching the color of the surrounding concrete, as determined by a trial patch.

When removal of defective concrete creates a void sufficiently deep to expose reinforcing steel, patching strall be accomplished by cleaning the exposed area, coaling with an C, approved bonding material, then "dry-packing" to within 1/2 inch of the surface. After "drypack," has set, the area will be plastered with grout used in minor honeycombed areas. The Contractor shall use Embaco Mortar 167, or approved equal for "dry-packing"

material. All patching will be subject to the approval of the Engineer. Other proven methods of patching defects in concrete may be used subject to prior approval of the Engineer. Patching will be done by creftsmen experienced in this work.

All patched areas will be damp cured for a period of seven (7) days, After surface water has eveporated from the area to be patched, the bond cost shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the D. premixed patching mortar shall be applied. The mortar shall be thoroughly consolldated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undisturbed for at least 1 hour before being finally finished. The patched area shall be kept damp for seven (7) days. Metal tools shall not be used in finishing a patch in a formed well which will be exposed.

- TIE HOLES: After being cleaned and thoroughly dampened, the tie holes shall be filled solid with petching morter. All tie holes shall be patched within seven (7) days after removal of forms. 3.15
- PROPRIETARY MATERIALS: If permitted or required, proprietary compounds for adhesion or as patching ingredients may be used in lieu of or in addition to the foregoing patching procedures. 3.16 Such compounds shall be used in accordance with the manufacturer's recommendations.
- FINISHING: After removal of forms, the surfaces of concrete shall be given one or more of the finishes specified below in locations designated by the project drawings and/or as specified 3.17 herein.

### RUBBED FINISHES 3.18

The following finishes shall be produced on concrete which has been cast against plywood-faced forms:

- Smooth Rubbed Finish. Smooth rubbed finish shall be produced on freshly hardened concrete. All necessary patching shall have been done immediately after forms have been A. removed, and rubbing shall be completed not later than the following day. Surfaces shall be wetted and rubbed with carborundum brick or other abrasive until a uniform color and texture are produced. No cement grout or slush shall be used other than the cement paste drawn from the green concrete itself by the rubbing process.
- Wood Floated Finish. The forms shall be removed before the surface has fully hardened. Β. The surface shall be wetted and rubbed with a wood float by a uniform circular motion.
- Burlap Finish. After the concrete, still freshly hardened, has been predampened, a slurry consisting of one part cament (including an appropriate quantity of white cement) and 1-1/2 C. parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean buriep pads or sponge rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap. The finish shall be cured in an approved menher.

- 3.19 RELATED UNIFORM SURFACES; Tops of walls or buttresses, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the formed surfaces. Final treatment on formed surfaces shall continue uniformly across the unformed surfaces.
- 3.20 EDGE FORMS AND SCREEDS: Edge forms and intermediate screed strips shall be set accurately to produce the designed elevations and contours in the finished surface, and shall be sufficiently strong to support vibrating bridge screeds or roller pipe screeds if the nature of the finish specified requires the use of such equipment. The concrete surface shall be aligned to the contours of screed strips by the use of strike-off templates or approved compacting-type screeds.

When the formwork is cambered, screeds shall be set to a like camber to maintain the proper concrete thickness.

- 3.21 CONSOLIDATION: Concrete in slabs shall be thoroughly consolidated. Internal vibration shall be used in beams and girders of framed slabs and along the bulkheads of slabs on grade.

  Consolidation of slabs and fittors shall be obtained with vibrating bridge screeds, roller pipe screeds, or other approved means. Concrete to be consolidated shall be as dry as practicable, and surfaces thereof shall not be manipulated prior to finishing operations.
- PAVEMENT FINISHES: Floated Finish. After the concrete has been placed, stuck-off, consolidated, and leveled, the concrete shall not be worked further until ready for floating. Floating shall begin when the water sheen has disappeared, and/or when the mix has afficiently to permit the proper operation of a power-driven float. The surface shall then be consolidated with power-driven floats. Hand floating with wood or corkfaced floats shall be rechecked at this stage with a 10-foot straightedge applied at not less than two different angles. All high spots shall be cut down, and all low spots filled during this procedure to the required tolerance. The slab shall then be refloated immediately to a uniform, smooth, granular texture.

Troweled Finish. Where a troweled finish is specified, the surface shall be finished first with power floats, as specified above where applicable, then with power trowels, and finally with hand trowels. The first troweling after power floating shall be done by a power trowel and shall produce a smooth surface, which is relatively free of defects, but which may still contain some trowel marks. Additional trowellings shall be done by hand after the surface has herdened sufficiently. The final trowelling shall be done when a ringing eound is produced as the trowel is moved over the surface. The surface shall be thoroughly consolidated by the hand trowelling operations. The finished surface shall be free of any trowel marks, uniform in texture and appearance, and shall be placed to the specified tolerance. On surfaces intended to support floor coverings, any defects of sufficient magnitude to show through the floor covering shall be removed by grinding.

Pavement, sidewalks, slabs and slabs in other locations so specified, shall be given a coarse transverse scored texture by drawing a broom or burlap belt across the surface. This operation shall follow immediately after floating.

- 3.23 SELECTION OF FINISHES: Unless selection of finishes is made on the project drawings, the following finishes shall be used as applicable:
  - Rubbed Finishes. For retaining walls, light fixture bases and other exposed vertical concrete surfaces..
  - Scratched Finish. For surfaces inlended to receive bonded applied cementitious applications.
  - C. Broom or Belt Finish. For pavement and sidewalks (unless otherwise directed by Landscape Architect, and/or hardscape plans).
  - D. Sand blast finish for exposed retaining wall surfaces and selected hardscape paving as shown on the plans.

Hand Trowel Finish. Slab on grade and elevated slabs. E.

#### CURING 3.24

- General. Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures and shall be maintained with minimal moisture loss at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
- Initial Curing. Initial curing shall immediately follow the finishing operations. Concrete shall be kept continuously moist at least 18 hours. One of the following materials or methods В, shall be used:
  - Ponding or continuous sprinkling. 1.
  - Absorption met or fabric kept continuously wat 2,
  - Sand or other covering kept continuously wet. 3.
  - Continuous steam (not to exceed 150° F) or vapor mist bath.
  - Curing compounds conforming to "Specifications for Liquid Membrane-Forming Compounds for Guring Concrete" (ASTM C 309). Such compounds shall be 4. 5. applied in accordance with the recommendations of the manufacturer and shall not be used on any surfaces against which additional concrete or other cementitious finishing materials are to be bonded, nor on surfaces on which such curing is prohibited herein.
  - Concrete surfaces where forms have not been loosened or removed do not require any initial curing procedures during the time forms are left infact. 6.
- Final Curing. Immediately following the initial curing and before the concrete has dried, additional ouring shall be accomplished by one of the following materials or methods: C.
  - Continuing the method used in Initial curing.
  - Waterproof paper conforming to "Specifications for Waterproof Paper for Curing ١. 2, Concrete" (ASTM C 171).
    - Other moisture-retaining coverings as approved.
- Duration of Curing. The final curing shall continue until the cumulative number of days or fractions thereof, not necessarily consecutive, during which temperature of the air in D. contact with the concrete is above 50° F, has totaled seven (7) days. If high-early-strength concrete has been used, the final curing shall continue for a total of three (3) days. Rapid drying at the end of the curing period shall be prevented.
- Formed Surfaces, If forms are to be removed during the curing period, one of the above curing materials or methods shall be employed immediately, Such curing shall be E. continued for the remainder of the curing period.
- Construction Joints. Construction Joints shall be cured by absorptive met or fabric kept F. continuously wet.

# 3.25

- Cold Weather.\* When the mean daily temperature of the atmosphere is less than 40° F, TEMPERATURE the temperature of the concrete shall be maintained between 50 and 70° F for two days following placement. When necessary, arrangements for heading, covering, insulating, or housing the concrete work shall be made in advance of placement and shall be adequate to maintain the required temperature and moisture conditions without injury due to
- Hot Weather.\* When necessary, arrangements for installation of windbreaks, shading, log spraying, sprinkling, ponding, or wet covering of a light color shall be made in advance of В. placement, and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.
- Excessive Temperature Changes. Changes in temperature of the concrete shall be as uniform as possible and shall not exceed 5° F in any one hour or 50° F in any 24-hour C. period.

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\*Detailed recommendations are given in "Recommended Practice for Cold Weather Concreting" (ACI 306) and "Recommended Practice for Hot Weather Concreting" (ACI 605).

3.26 PROTECTION FROM MECHANICAL INJURY: During the curing period, the concrete shall be protected from damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration. All finished concrete surfaces shall be protected from damage caused by construction equipment; materials, or methods, and by rain or running water. Self-supporting structures shall not be loaded in such a way as to overstress the concrete.

# 3.27 TESTING

- A. Routine testing of materials and concrete for compliance with technical requirements of the specifications shall be the duty of the testing agency selected by the Owner and approved by the Engineer. The Owner will pay for the above laboratory services. The Contractor shall be at liberty to engage at his expense a separate testing agency for his own information and guidance.
- B. Testing of field-cured test cylinders or testing required because of changes in materials or proportions of the mix requested by the Contractor, as well as any extra testing of concrete or materials occasioned by their fallure to meet specification requirements, shall be at the Contractor's expense.

# 3.28 TESTING SERVICES

- The designated testing agency shell;
  - Test the Contractor's proposed materials for compliance with the specifications.
  - Review and check test the Contractor's proposed mix design.
  - Secure production samples of materials at plants or stockpiles during the course
    of the work and test for compliance with the specifications.
  - Conduct strength tests of the concrete in accordance with the following procedures;
    - a. Secure composite samples in accordance with "Method of Sampling Fresh Concrete" (ASTM C 172). Each strength test shall be obtained from a different batch of concrete on a representative, truly random basis, avoiding any selection of the test batch other than by a number selected at random before commencement of concrete placement. When pumping or pneumatic equipment is used, samples shall be taken at the discharge end.
    - b. Mold four specimens for each strength test in accordance with "Method of Making and Curing Concrete Compression and Flexure Specimens in the Field" (ASTM C 31) and cure under standard moisture and temperature conditions in accordance with Sections 7a and 7b of the above ASTM method. The test specimens shell be taken at random, preferably at uniform time intervals.
    - c. One of the fourspecimens shall be tested at seven days, and two specimens shall be tested at 28 days. The 26-day test result shall be the average of the strength of the two specimens.

      The other specimens shall be held and tested at a later date if necessary, All tests shall be in accordance with "Mathod of Test for Compressive
    - Strength of Molded Concrete Cylinders" (ASTM C 39).

      d. Make one strength test for each 100 ouble yards or fraction thereof for each mix design of concrete placed in any one day. In no case during the life of the project shall a given mix-design be represented by less than
  - four tests, except as specified herein.

    5. Determine air content of concrete on a regular and frequent basis in accordance with either ASTM C 173 or ASTM C 138.

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- Report all lest results to the Engineer and the Contractor on the same day that 6. lesis are made.
- The testing agency shall perform the following additional services if directed by the В. Engineer.
  - Check batching and mixing operations to the extent deemed necessary by the 1.
  - Review the manufacturer's report of each shipment of cement and reinforcing steel end/or conduct laboratory tests or spot checks of these materials as 2.
- Retesting of any concrete not meeting these specifications will be paid for by the C. Contractor.
  - Mold and last reserve 7-day of field cylinders as required or perform additional services as authorized by the Contractor at his expense. 1.

### AUTHORITY AND DUTIES OF TESTING AGENCY 3.29

- Technicians representing the testing agency shall inspect the materials and the manufacture of concrete and shall report their findings to the Owner and the Contractor. When it appears that the meterial furnished or work performed by the Contractor falls to fulfill specification requirements, the technician shall direct the attention of the Owner and the Contractor to such failure.
- The technician shall not act as foreman or perform other duties for the Contractor, Work will be checked as it progresses, but fallure to detect any defective work or materials shall В, not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Engineer for final acceptance. Technicians are not authorized to revoke, alter, relax, enlarge, or release any requirements of the specifications, nor to approve or accept any portion of the work.

### RESPONSIBILITIES AND DUTIES OF CONTRACTOR 3,30

- The use of testing services shall in no way relieve the Contractor of his responsibility to fumish materials and construction in full compliance with the plans and specifications. A.
- To facilitate testing services, the Contractor shall: В.
  - Secure and deliver to the Engineer or his testing agency, without cost, preliminary representative samples of the materials he proposes to use and which are required to be lested.
  - Furnish all concrete and steel needed for testing required under this section.
  - Submit through the lesting agency to the Engineer the concrete mix design he 2. proposes to use, and make written request for approval. 3.
  - Furnish labor as is necessary to obtain and handle samples at the project or at 4. other sources of material.
  - Advise the testing agency sufficiently in advance of operations to allow for completion of quality tests and for the assignment of personnel. 5,
  - Provide and maintain for the sole use of the testing agency adequate facilities for safe storage and proper curing of concrete test cylinders on the project sile for 6. the first 24 hours, as required by ASTM C 31.
  - Furnish copies of mill lest reports of all shipments of cement and reinfording steel 7. to the Engineer and the testing agency, if required.

# 3.31

- EVALUATION OF STRENGTH For evaluation of potential strength and uniformity, each type and specified strength of concrete shall be represented by at least three tests. A.
- Evaluation shall be valid only if tests have been conducted in accordance with procedures ₽.
- Strengths shall be considered satisfactory if the average of any three consecutive C.

strength tests of the laboratory-cured specimens representing each specified strength of concrete are equal to or greater than the specified strength, and if not more than 20 percent of the strength tests have values less than 85 percent of the specified strength. If a pour is represented by only one test, the minimum shall be 90 percent of the specified strength.

#### CORE TESTS 3,32

- Impact hammers, sonoscopes, or other nondestructive testing devices may be used to determine relative strengths of various areas of the structures as an aid in determining Α. locations of areas to be cored. Such nondestructive tests shall not be used as a basis for acceptance or rejection.
- When required, core tests shall be conducted in accordance with "Methods of Obtaining B. and Testing Drilled Cores and Sawed Beams of Concrete" (ASTM C 42).
- At least three representative cores shall be taken from each member or area of concrete C. In place that is considered potentially delicient. The location of cores will be determined by the Engineer so as to least impair the strength of the structure. Cores may not be taken from any part of the structure, if in the opinion of the Engineer it will impair the safety of the structure. If, before testing, one or more of the cores show evidence of having been damaged subsequent to or during removal from the structure, additional cores may be required.
- Strength of cores from each member or area shall be considered satisfactory if their D. average is equal to or greater than 90 percent of the specified strength.
- Core holes shall be plugged solld as specified herebefore, E.
- Cores containing reinforcing steel may be unacceptable, and additional cores may be F. required.

### · ACCEPTANCE . 3.33

- Concrete work, which meets all applicable requirements, will be accepted without A.
- Concrete work which falls to meet one or more requirements, but which has been В. repaired to bring it into compliance, will be accepted without qualification.
- Concrete work which fells to meet one or more requirements and which cannot be C, brought into compliance may be accepted or rejected as provided in these specifications.
- CONCRETE COMPRESSIVE STRENGTH: If the concrete falls to meet the compressive strength requirements of the work, additional ouring as specified by the Engineer may be required, and 3,34 modifications may be required in the concrete mix design for the remaining concrete work, at the expense of the Contractor.

### 3.35 DIMENSIONAL TOLERANCES

- A. Formed surfaces resulting in concrete outlines smaller than required, by an amount exceeding the requirements of Section 203.1 of "Recommended Practice for Concrete Formwork" (ACI 347), shall be considered deficient in strength and subject to the provisions below.
- B. Formed surfaces resulting in concrete outlines larger than required, by an amount exceeding the requirements of Section 203.1 of "Recommended Practice for Concrete Formwork" (ACI 347), may be rejected and the excess material shall be subject to removal. If removal of the excess material is permitted, it shall be accomplished in such a manner as to maintain the strength of the section and to meet other applicable requirements of function and appearance,
- C. Concrete members cast in the wrong location may be rejected if the strength, appearance or function of the structure is adversely affected, or if misplaced items interfere with other construction.
- D. Inaccurately formed concrete surfaces exceeding the requirements of Section 203.1 of "Recommended Practice for Concrete Formwork" (ACI 347) and which are exposed to view may be rejected and shall be repaired or removed and replaced if required.
- E. Finished flatwork exceeding the tolerances specified may be repaired provided that strength or appearance is not adversely affected. High spots may be removed with a terrazo grinder, low spots filled in with a patching compound (detailed recommendations are given in "Guide for Use of Epoxy Compounds with Concrete" reported by ACI Committee 463, September 1962, ACI Journal, page 1121, and the August 1960 ACI Journal) or other remedial measures performed as permitted.

(Detailed recommendations are given in "Guide for Use of Epoxy Compounds with Concrete" reported by ACI Committee 403, September 1962, ACI Journal page 1121, and the August 1960 ACI Journal.)

END OF SECTION

## BEAVERS BEND PARK TRAIL EXTENSION, POND AND PLAYGROUND IMPROVEMENTS Frisco, Texas

### SECTION 02900

### TREE PLANTING

# PART 1 - GENERAL

RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications sections, apply to work of this section.

#### 1.2 SUMMARY

- The extent of tree planting is indicated on drawings. Section includes tree planting and A. supplementary items required for installation.
- Types of work required include following: В.
  - 1. Furnishing trees.
  - 2. Preparation of planting pits and soil preparation including excavation, back-filling and disposal of surplus and unsultable excavaled material.
  - Planting of trees including mulching, bimming, and guying.
  - Clean-up and other miscellaneous Items related to landscaping as shown on the drawings.
  - Maintenance until final acceptance by Owner.
- Related work specified in other sections: C,
  - Section 02245 Finish Grading
  - Section 02920 Turigrass Planting

#### QUALITY ASSURANCE 1.3

- Standards
  - Standardizad Plant Names, 1942 Edition, American Joint Committee on Horticulture 1. Nomenclature.
  - American Standards for Nursery Stock, Latest Edition, American Association of 2. Nurserymen, 1250 i Street N.W., Suite 500, Washington, D.C. 20005, (202) 789-2900,
- В. Source Quality Control
  - Submit documentation to Owner's Representative within ten (10) days after award of contract that plant material to be supplied by Landscape Contractor is available. Substitutions due to unavailability must be requested in writing prior to confirmation of ordering. Materials shall be subject to Inspection by Owner's Representative at any time after confirmation of ordering.
  - Plants to be supplied by Landscape Contractor shall be subject to inspection and 2. approval of Owner's Representative at place of growth or upon delivery for conformily to specifications. Such approval shall not impair the right of inspection and rejection during progress of the work. Inspection and tagging of plant material by the Owner's Representative is for design intentionly and does not constitute the Owner's Representative's approval of the plant materials in regards to their health and vigor. The health and vigor of the plant material is the sole responsibility of the Contractor, Submit written request for inspection of plant material at place of growth to Owner's Representative. Written request shall state the place of growth and quantity of plants to be inspected. Owner's Representative reserves the right to refuse inspection at the time if, in their judgment, a sufficient quantity of plants is not

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available for inspection.

The Contractor shall submit specifications of any Item being used on site upon the 3. request of the Owner's Representative.

#### PRODUCT DELIVERY, STORAGE, AND HANDLING 1.4

Delivery

- Deliver packaged malerial to sile in original unopened containers bearing ١. manufacturer's guaranteed chemical analysis, name, trademark, and conformance to State Laws.
- Deliver plants with legible identification labels. 2

Label trees. Ð.

State correct plant name and size indicated on plant list. b.

Use durable waterproof labels with water-resistant ink which will remain legible for at least sixty (60) days.

Protect plant insterial during delivery to prevent damage to root ball or desiccation Э. of leaves, or broken limbs.

Remove rejected plant material immediately from site.

Handling: The Contractor is cautioned to exercise care in handling, loading, unloading and В. storing of plant materials. Plant materials damaged in any way will be discarded and installed damaged material shall be replaced with undamaged materials at the Contractor's expense,

Storage C.

Store plant material in shade and protect from weather. 1.

Storage at the site is allowed, however, Contractor accepts full responsibility for 2, damage, theft or vandalism.

Any plant material balled or buriapped, not installed within 24 hours of delivery shall 3. be healed in until such time as it is installed. Use sawdust or approved meterial for healing in plant materials.

Maintain and protect plant material not to be planted within four (4) hours in a 4. healthy, vigorous condition.

### JOB CONDITIONS 1.5

Perform actual planting only when weather and soil conditions are suitable in accordance with locally accepted practices.

Provide board-railing and sheeting as required to protect paving and other improvements 8. from damage by equipment

Scheduling: Install trees and liner stock before grassing. C.

#### SAMPLES AND TESTS 1.6

Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications at any time. Contractor shall furnish samples upon request by Owner's Representative. Rejected materials shall be immediately removed from the site at Contractor's expense, Cost of testing of materials not meeting specifications shall be paid by Contractor.

A sample of each plant material specified must be approved by the Owner's Representative В. prior to installation. This example will serve as a standard for that material's size and character for subsequent materials. Photographs may be acceptable for preliminary approval of plant materials. Plant material shall be subject to final approval by Owner's Representative at the site before installation.

Trees shall be approved by the Owner's Representative prior to delivery to site. Approval at C. the growing site or the Contractor's holding yard does no preclude rejection of plant material

that has become damaged in transit.

Plant material substitutions will not be allowed. D.

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# 1.7 GUARANTEE AND REPLACEMENT

A. Pfant material installed under the Contract shall be guaranteed against any and poor, inadequate or inferior materials and/or workmanship. Trees shall be guaranteed for one year (twelve months) from date of final acceptance and shall be alive and in satisfactory condition at the end of the guarantee period.

B. Plant meterials found to be dead or in poor condition during warranty period shall be replaced immediately with the same kind and size as those originally planted. The Owner's Representative shall be the sole judge as to the condition of the materials, Material to be replaced within the guerantee period shall be replaced by contractor within seven (7) days of notice by the Owner's Representative.

C. Replacement work (including labor and materials) shall be done at no cost to the Owner. Damage to existing landscape (i.e. ruls in lawn or bed areas) caused during replacement

shall be immediately repaired by the Contractor.

D. The Contractor shall not be responsible for demage or loss of plants as a result of negligent maintenance by the owner, fire, freeze, flood, lightning, vandalism, theft, mechanics injury, disease, insects, or other acts of God.

1.8 QUALIFICATIONS OF WORKMEN: Provide at least one person who shall be present at all times during execution of this portion of the work, who shall be thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation and who shall direct work performed under this section.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

A. The contractor shall provide samples of specified materials along with analytical data illustrating compliance or bearing manufacturer's guaranteed analysis.

- B. Materials shall be of standard, approved and first-grade quality and shall be in prime condition when installed and accepted. Commercially processed or packaged material shall be delivered to the site in the original unopened container bearing the manufacturer's quaranteed analysis.
- C. Soil Amendments:
  - Organic Matter, Shali be compost as provided by "Acid Grow", "Back to Earth", or "Living Earth Technology", Submit sample in accordance with Section 01340.
  - Mulch Top Dressing: To be shredded cedar or hardwood mulch as approved by owner's representative.
  - Planting fertilizer, Pelleted or granuler slow-release type, Form shall consist of the following percents by weight and shall be mixed by commercial fertilizer supplier, Composition: 15% nitrogen, 5% phosphorus, 10% potash unless otherwise specified herein. Fertilizer shall contain 5% sulfur along with trace elements.
  - Planting Tablets shall be slow-release type with potential acidity of not more than 5% by weight containing 20% nitrogen, 10% phosphorus and 6% potash.
  - Import Topsoll: Shall be friable fertile, natural loam, containing a liberal amount of humus; capable of sustaining vigorous plant growth; free of sticks, lumps, clods, plant roots, stones and other debris. Topsoll shall be strained or starlized to eliminate nut grass and other weed seeds.
- D. Plant Material:
  - 1. Plant names indicated comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenolature. Names of varieties not listed conform generally with names accepted by the nursery trade, Provide stock true to botanical name and legibly tagged, Plant materials are to be first rate quality, well branched and densely foliated.

- Plant material shall meet and/or exceed grades and standards set forth by the Texas Association of Nurserymen. Plants shall have a normal habit of growth and shall be sound, healthy, vigorous and free of insect infestations, plant diseases, sunscalds, fresh abrasions of the bark, excessive abrasions, or other objectionable distingurements. Tree trunks shall be sturdy and have well "hardened" systems and vigorous and fibrous root systems, which are not root or pot-bound. In case the sample plants inspected are found to be defective, the Owner's Representative reserves the right to reject the entire tot or lots of plants represented by the defective samples. Plants rendered unsultable for planting because of this inspection will be considered as samples and will be provided at the expense of the Contractor.
- 3. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock or as specified on drawings. The minimum acceptable size of plants measured before pruning with branches in normal position, shell conform to the measurements, if any, specified on the drawings in the list of plants to be furnished. Plants larger in size than specified may be used with the approval of the Owner's Representative, but the use of larger plants will make no change in the Contract price. If the use of larger plants is approved, the ball of earth or spread of roots for each plant will be increased proportionately. Plant measurements are to be for the main body for height and spread, not from branch tip to branch tip.
- 4. All plants not conforming to the requirements herein specified, shall be considered defective and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants at the Confractor's expense. The plants shall be of the species, variety, size and conditions specified herein or as shown on the drawings. Under no conditions will there be substitutions of plants or sizes listed on the accompanying plans, except with the expressed written consent of the Owner's Representative.
- 5. Field-selected or Nursery Grown Balled and Burlapped Tree Slock (B&B): Dig balled and burlapped plants with natural balls of earth of sufficient clameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide 10" of root ball per 1" callper of trunk (measured 6" above grade level for frees 4" callper and less and 12" above grade for larger trees). If a tree is of multi-trunk variety, the callper of the tree is the average callper of all its trunks. Cracked or mushroomed balls are not acceptable. Selectively remove 1/2 to 2/3 of twin growth.
- 6. Container-grown Stock (General): Grown is in a container for sufficient length of time for the root systems to have developed to hold the soil together, firm and whole,
  - e. No plants shall be loose in the container.
  - Container stock shall be pot bound.
- Container-grown Tree Stock: Grown in a container from seedling stage.
- 8. Containerized Tree Slock Grown in a container for not less than one (1) year.
- 11. Pruning: At no time shall trees or plant materials be pruned, trimmed or topped prior to delivery; alteration of their shape shall be conducted only with the approval and when in the presence of the Owner's Representative.
- All plants not conforming to the requirements herein specified shall be considered defective and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants at the Contractor's expense. The plants shall be of the species, variety, size and conditions specified herein or as shown on the drewings. Under no conditions will there be any substitutions of plants for sizes listed on the accompanying plans, except with the express consent of the Owner's Representative.

- 13. Plant material shall be delivered to the site after the beds are prepared and are ready for planting. Shipments of plants shall be thoroughly protected from the sun and drying winds during transit. Plant materials, which become desiccated, shall be rejected and immediately removed from the site.
- 14. Plant materials remain the property of the Contractor until final acceptance,
- 16. Plant materials shall be in accordance with the size, height, spread and condition remarks as shown on the drawings.
- E Miscellaneous Materials ·
  - Water shall be available on site. Water from the irrigation system shall be paid for by the Owner. Hose and watering equipment to be provided by Landscape Contractor.
  - Wood stakes pressure treated pine.
  - 3. Staking wire: No. 12 gauge aluminum or galvanized.
  - Hose: New two-ply reinforced garden hose 1/2" inside diameter, black.
  - 5. Post-emergent herbloide: Round-up
  - All other materials not specifically described but required for a complete and proper installation shall be selected by the Contractor subject to the Owner's Representative's approval.

# PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces, substrates and conditions for compliance with requirements of other sections in which that related work is specified, and to determine if surfaces, substrates and conditions affecting performance of the work of this section are satisfactory. Do not proceed with work of this section until unsatisfactory conditions have been corrected in a menner acceptable to the installer. Starting of installation constitutes acceptance of surfaces, substrates and conditions.
- B. Obtain certification that final grades ± 0.10' have been established prior to commencing planting operations. Provide for inclusion of soil amendments, sattling, etc. Landscape Contractor shall be responsible for shaping planting areas as indicated on plans or as directed by Owner's Representative.
- Inspect plant materials for injury, insect infestation and improper pruning.

# 3.Z SOIL PREPARATION

- A. Tree pit backfill shall consist of existing soil removed during excavation of the tree pit and replaced during planting operation. Backfill shall be free of rooks to in diameter or greater and other debris.
- B. Disposal of excess soil shall be the responsibility of the Contractor. Excess soil is to be removed off-site or spoiled on-site if approved by the Owner at a location approved by the Owner.

# 3.3 PLANTING INSTALLATION

# A. General

- Actual planting shall be performed during those periods when weather and soll conditions are sulfable and in accordance with locally accepted practice, as approved by the Owner's Representative.
- Only as many plants as can be planted and watered on that same day shall be distributed in a planting area.
- Remove containers from plant materials so the ball of earth surrounding the roots is not broken or damaged.

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### B. Tree Planting:

 Tree locations shall be staked prior to digging pit and approved by Owner's Representative. Minor changes to plans or stalding may be made in field at no additional cost, providing instructions are given to contractor prior to planting.

1. Holes for trees and large shrubs shall be tested for water retention prior to tree or shrub installation. After the hole is excavated, it is to be filled with water to the top of the excavation. If, after 24 hours, the hole still holds water, the Landscape Contractor shall excavate an additional 6" from the bottom of hole. The Landscape Contractor shall then install 6" of native washed gravel covered on the top (and up a minimum of 12" on the sides of the hole) with approved filter fabric. The Landscape Contractor shall also install a capped 3" diameter PVC sump which will extend from near the bottom of the rock leyer to 3" above the proposed finish grade so the hole can be pumped of excess water.

 Ornamental trees are to be planted in pils 24" larger than root ball and shall have roughened vertical sides.

- Shade trees are to be planted in pils 24" larger than root ball and shall have roughened vertical sides.
- 4. Set trees in center of pite plumb and vertical and at such depth that after settlement, the crown of the root ball will be slightly higher (2" max.) then the adjacent finished grade.
- Backfill with existing topsoll, thoroughly compact and water soak topsoll around roots of ball. Eliminate air pockets from around the rootball.
- 6. After backfilling, form a shallow soil basin around tree pit, slightly larger than the pit, and with a depth of at least 3" to allow for watering.
- 7. After water has completely drained from the tree pit, place planting tablet in top 3" of tree backfill at the rate of 4 tablets per every foot of rootball diameter per tree, or in accordance with the manufacturer's recommendations. Equally space tablets around tree pit.
- Dispose of excess or unacceptable soil in an off-alta location unless otherwise Instructed.
- 10. Stake trees in accordance with details shown on plans. Generally trees over 3" catiper will not be required to be staked. However, the contractor shall be responsible for the trees' stability during the guarantee and warranty period. Staking shall be done immediately after planting and shall remain one year from final acceptance.
- 11. Pruning shall be limited to removing only injured twigs and branches, and shall be done by experienced personnel. Pruning may be done prior to delivery of plants at risk of Contractor.
- 12. Install root barrier on specified trees in accordance with the manufacturer's specifications and recommendations.
- Plant materials shall be thoroughly watered in immediately after planting.
- D. Mulching: Tree pile shall be mulched with a minimum 2" layer of approved mulch. Save this until near final inspection.

## 3.4 CLEAN UP

- A. During the work, the promises are to be kept neat and orderly at all times. Storage areas for plant and other materials shall be so organized that they, too, are neat and orderly. Trash including dataris resulting from removing weeds or rook from planting areas preparing beds or planting plants shall be removed from the site daily as the work progresses.
- B. The Contractor shall leave the site broom-clean and shall wash down paved areas within the contracted area, leaving the premises in a clean condition. Walks shall be left in a clean, safe condition.

### MAINTENANCE 3,5

- The contractor shall maintain planted areas until final acceptance by Owner. This shall include weeding, cultivating and watering necessary to maintain healthy and vigorous plant materials, free of insects and diseases. Reset settled plant materials to proper grade and
- Β.
- position.

  Deep water treas not less then twice per week until final acceptance.

  Plants shall be in good, healthy, and disease-free condition; and planted areas are to be free of weeds and debris before site is accepted by Owner. Guarantee period shall begin on deta C, accepted by Owner.

END OF SECTION

# BEAVERS BEND PARK TRAIL EXTENSION, POND AND PLAYGROUND IMPROVEMENTS Frisco, Texas

### SECTION 02920

### **TURFGRASS PLANTING**

### PART 1 - GENERAL

1.1 GENERAL CONDITIONS: The requirements of the "General Conditions of the Contract" shall apply to all work of this section with the same force and effect as though repeated in full herein".

### 1.2 DESCRIPTION OF WORK

- Furnish, soil amendments, seed and sod installation and provide maintenance necessary to provide healthy and vigorous furfieres.
- B. The extent of sadding and seeding is shown on the plans.
- Provide water and temporary watering equipment necessary to germinate and establish grass.

### 1.3 RELATED WORK SPECIFIED IN OTHER AREAS

A. Section 02245 - Finish Grading

# 1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver packaged material to site in original unopened containers with intact labels bearing manufacturer's guaranteed chemical analysis, name, trademark and conformance to state law.
- Store fertilizer in weatherproof locations.
- Protect all malerials before, during and after installation.
- D. Remove from site materials which do not comply with the specified requirements.
- E. In the event of damage, immediately make repairs and replacements as necessary at no additional cost to the owner.
- 1.5 SPECIAL PROVISIONS: Meintenance (General): Until final acceptance and until a stand of grass is achieved, meintain lawn by watering, cultivating, weeding, spraying, cleaning and replacing as necessary to keep grass in a vigorous, healthy condition. Mowing and all maintenance of the grass and turf creas, until final acceptance, is to be provided by the Contractor.
  - A. Watering: As necessary to keep top two inches of soil moist
  - B. Weeding: Remove weeds and foreign grass over grass areas at least once a week. Herbicides may be used only when approved by Owner.

### 1.6 SUBMITTALS

- A. Submit sources of grass (sod and seed) and provide certification that the specified grass lypes are available.
- B. Submit a planting schedule indicating anticipated dates and locations. This may be submitted as part of the landscape and free planting schedule.
- Submit plan for temporary watering to establish grass.

### 1.7 QUALITY ASSURANCE

- A. Qualifications of Workmen: Provide a least one person who shall be present at all limes during execution of this portion of the work, who shall be thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation, and who shall direct all work performed under this section.
- B. Equipment Seeding or hydromulching equipment shall be suitable for the project and in good repair.
- C. Inspection: Provide for inspection by Owner of materials used. Materials shall be delivered to project in standard sealed container. Keep empty packages to verify quantities used; then dispose as directed.
- Standards: All plants and planting material shall meet or exceed the specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
- E. Materials Lists: Within 10 days after award of the Contract, submit a complete list of materials proposed to be furnished and instelled under this section, demonstrating complete conformance with the requirements specified.
- F. Certificates: Deliver certificates to the Owner.
- 1.8 JOB CONDITIONS: Areas to be grassed will be under automatic intigation except where shown. Locations of intigation system will be determined by the Contractor to prevent damage.

# 1.9 GUARANTEE

- A. Coverage will be complete; areas of ungerminated seed 18 înches square or larger will be
- B. Dead or discolored sod will be replaced.
- C. Repair any damage made during regrassing,

# PART 2 - MATERIALS

### 2.1 GRASS

- A. Sod: Sod grass cut with a full 'X" heavy clay soll covering more than 48 hours prior to planting. Sod shall be cut and transported on rolls, Sod, which has become discolored, will be rejected and removed from site. Grass sod types shall be as shown on the plans.
- B. Seed: Seed types, September through March, annual Rye at the rate of 10 lbs. per 1000 square feet (If annual Rye Grass is used, Contractor to Include removing Rye Grass and seeding with permanent Bermuda Grass as specified). Common Bermuda grass, April 15<sup>th</sup> through August 15<sup>th</sup> at the rate of 2 pounds per 1000 square feet. Seed shall have a minimum purity germination of 90% and shall be in accordance with all State of Texas seed laws. Seed shall be furnished in unopened containers and shall be true to name as specified on the plans. Submit State certification stating analysis of purity and germination of seed,
- C. A "Certification Certificate" from the grass grower will be required prior to delivery of sod or seed.
- FERTILIZER: Provide a complete commercial fertilizer with part of the elements derived from organic sources. 15:5:10 Fertilizer, nitrogen source to be 50% slow release organic nitrogen with 8% sulphur and 4% from sulphate. Fertilizer shall also include micronutrients and trace elements. Provide a copy of the manufacturer's guaranteed chemical analysis. If stored on site, protect fertilizer from the elements at all times.
- 2.3 POST-EMERGENT HERBICIDE: Round-up as manufactured by Monsanto Company or approved equal (for use only during pre-planting weed removal). Use at rates per manufacturer's recommendations for existing weeds found on site.

# PART 3 - EXECUTION

#### INSPECTION 3.1

### FINE GRADING AND SEEDBED PREPARATION 3.2

- Remove all existing weeds in grass areas by chemical spray and/or hand digging. Treat gress areas with post-emergent herbicide two weeks before planting at the rate of three ounces active ingredient per 1,000 square feat of lawn area. Limit spray of herbicide to proposed planting areas only.
- Mechanically disc or ill lawn areas to a depth of 2". By using a drag float and hand grading, В, break up lumps and produce a smooth, even grade free from unsightly variations, ridges, ruls, depressions and humps. Render soil loose and finely pulverized.
- Ramove and dispose (off-site) tooks (including surface stones) and clods 1" or larger. C. Remove sticks, roots and other debris exposed during seed lawn area preparation.
- Contractor shall ensure final grade contours and slopes are maintained, Positive drafnage shall be maintained in grass areas. Receive approval for fine grading from Owner's E. Representative before installing grass,
- Leave graded areas approximately 1/2" below finished paved surfaces at edges only.
- Protect graded areas from traffic, compaction, and erosion. Keep areas free from trash and F. G. debris, repair and re-establish grades in settled, eroded or damaged areas.
- Prepare seedbed in bell field and sports field areas for Celebration Bermuda Grass sod in H. accordance with growers' recommendations.

#### SOLID SODDING 3.3

- Flag locations of existing underground facilities or equipment in order to prevent damage to A.
- Fertilize areas to be sodded at the rate of 16 lbs. per 1,000 square feet. В.
- Sod shall be laid after crosion matting has been installed. Ċ.
- Place sod on moist but not muddy soll. Run imigation system prior to planting.
- Lay sod strips with staggered joints and with seams tightly filted together. Water thoroughly D. E
- Roll sod after laying with a 200-lb, roller. Roll in prossed directions. Repeat rolling operations F, two days after laying.
- On slopes, 4:1 or greater sod is to be stapled to subgrade at the rate of one staple per 3' on G. a triangular grid. Staples are to straddle sod Joinis,
- Sod that is discolored or dehydrated will be rejected and replaced at no cost to the Owner.
- Ley Bermuda Grass sod in accordance with growers' recommendation. H. L

### GRASS HYDROMULCHING 3.4

- Plant only under favorable conditions as determined by Owner's Representative. Hydromulch only when wind velocity is 10 mph or less.
- Seed areas prior to installing crosion malling where shown.
- Hydromulch, seed and fertilizer shall be applied in a single application with equipment designed for that purpose. Apply uniformly at the rate of 50 pounds hydromulch, 15 pounds C. feitilizer and two pounds Bermuda seed per 1,000 square feet (4 lbs. Rye grass seed per 1,000 square feet).
- Apply hydromulch in a uniform manner. Avoid overspray onto hardscape surfaces. Wash off oversprey immediately. Do not apply hydromuloh to the tops of the rootballs or the rings of D. recently planted trees. Protect all surfaces from overspray.
- Areas of work disturbed outside of area to be sodded are to be hydromulched in accordance E, with these specifications.

- PROTECTION: No heavy equipment shall be moved over the planted buf areas unless the soil is again prepared, graded, leveled and replanted. It will be the responsibility of this Contractor to protect 3.5 paving surfaces, curbs, utilities, plant materials and any other existing improvements from damage. Damage shall be repaired or replaced at no cost to the Owner.
- WATERING: Contractor to provide water and watering equipment sufficient to germinate and/or establish grass, Contractor to submit plan for temporary watering system to Owner to review prior to 3.6 Installation.

#### PERFORMANCE 3.7

- Establish dense areas of permanent grasses, free from lumps and depressions. Replant A. any part of the areas failing to show uniform growth.
- The contractor shall provide a uniform stand of grass, which shall be defined as complete coverage of the specified type of grass with not less than 100 growing plants per square foot В. of seeded areas. Growing plants shall have at least two blades, 1½ inches in height.
- Repair damage to sodded areas resulting from erosion, Scattered dead spots will not be C. allowed in excess of 3 percent of the turferees.
- Request final provisional acceptance of lawn when the above requirements have been met
- Continue maintenance until final ecceptance of project. Maintenance shall include watering, D. fertilizing and repair as needed. Keep grass in a healthy and growing condition E
- The contractor shell apply a second fertilization to all turf areas six weeks after the grass has been installed. The rate for this fertilization shall be 10 lbs per 1,000 SF. Notify the owner in F. writing when this has been completed.
- CLEANUP: During work, keep premises neat and orderly, including organization of storage areas. Remove daily, trash and debris resulting from preparation and planting as work progresses. Keep 3.8 welk and driveway areas clean by sweeping or hosing, Leave site in a broom-clean condition. Excess material or debris brought onto the site or unearthed during grassing operations shall be removed and disposed offsite.

END OF SECTION

#### **BEAVERS BEND PARK** TRAIL EXTENSION, POND AND PLAYGROUND IMPROVEMENTS Frisco, Texas

#### SECTION 01710

#### FINAL CLEANING

#### PART 1 - GENERAL

#### SUMMARY 1.1

- Related Documents; Conditions of the contract, this section and other sections of Division Α.
- 1 General Requirements, and drawings apply to entire work of the contract. Section includes: Execution of final cleaning prior to certification of substantial В. completion.

#### PART 2 - PRODUCTS

#### **CLEANING MATERIALS** 2.1

- Use only materials and methods recommended by manufacturer of material being
- Do not use materials which will create hazards to health or properly, or which will В. damage surfaces.

#### PART 3 - EXECUTION

#### FINAL CLEANING 3.1

- Comply with manufacturer's Instructions. A.
- Remove tools, construction equipment, machinery, and surplus material from project site. Employ experienced personnel or professional cleaning firm. В.
- C.
- Cleaning:
  - Clean exposed surface to dirt-free condition, free of stains, films, and similar 1. foreign substances.
  - Remove labels which are not required as permanent labels.
  - Clean concrete. 3.
  - Clean exposed surfaces of equipment remove excess lubrication. 4.
- Avoid disturbing natural weathering of exterior surfaces. E.
- - Clean areas disturbed by construction activities, including landscape areas, free 1. of rubbish, litter and foreign substances.
  - Sweep paved areas to broom clean condition. 2.
  - Remove stains, spills and other foreign deposits. 3.
  - Rake grounds that are neither paved nor planted to even-textured surface.
- G.
- Remove waste, foreign matter, and debris from work area.

  Prior to final completion, conduct inspection of sight-exposed interior surfaces, exterior Η. surfaces and associated work areas to verify that entire work is clean.
- Maintain cleaning until project, or portion thereof, is acceptable by owner. Return all damaged areas to pre-existing condition including re-grassing as needed.

#### END OF SECTION

JBI FRIDOS 12/21/07

01710-1

#### BEAVERS BEND PARK TRAIL EXTENSION, POND AND PLAYGROUND IMPROVEMENTS Frisco, Texas

#### SECTION 02245

#### FINISH GRADING

## PART 1 - GENERAL

1.1	SUMMARY

- A. Section includes finish grading and supplementary items required for completion.
- B. The work is to include:
  - 1. Importing topsoil as needed to bring site to line and grades shown.
  - Contractor is responsible for topsoll necessary for fine grading operations, import topsoll at no additional cost to Owner.
  - Site fine grading and spreading of clean, stockpiled topsoil.
  - Removing of debris and waste materials.

# 1,2 RELATED WORK

- A. Section 02110 Clearing, Grubbing, and Stripping
- B. Section 02200 Site Grading
- B. Section D2820 Turfgrass Planting
- 1.3 QUALITY ASSURANCE: Comply with applicable city, state and federal requirements regarding materials and methods of work and disposal of waste materials.
- 1.4 SUBMITTALS: Submit a sample of imported topsoll

## 1.5 JOB CONDITIONS

- A. Protect existing utilities, pavement and other facilities from damage caused by earthwork operations. Verify utility locations prior to start up of project.
- C. Locate, protect, and meintain banchmarks, monuments, control points and project engineering reference points.

# PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Clean Topsoil: Topsoil for fine grading shall be malerial stripped from the site ereas less of vegetation, rock and debris and stockpiled prior to beginning grading operations or imported as needed and as specified. The Contractor shall be responsible for providing all topsoil required for finish grading.
- B. Imported Topsoll: Topsoll shall be the surface layer of soil with no admixture or refuse or any material toxic to plant growth or hazardous to humans and animals, and it shall be free from subsoil and stumps, roots, brush, stenes 1 inch or more in diameter, olay lumps or similar objects. Brush or other vegetation which will not be incorporated with the soil during handling operations shall be cut and removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not tess than 2% nor more than 20% as determined by the web-combustion method (ohromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh

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sieve as determined by the wash test in accordance with AASHO T 11. Topsoll shall be imported when it is determined there is not enough clean topsoil to backfill the improvements as required.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces, substrates and conditions for compliance with requirements of other sections, in which that related work is specified, and to determine if surfaces, substrates and conditions affecting performance of the work of this section are satisfactory. Do not proceed with work of this section until unsatisfactory conditions have been conceted in a manner acceptable to the installer. Starting of installation constitutes acceptance of surfaces, substrates and conditions,
- Establish extent of grading by area and elevation.

# 3.2 PREPARING THE GROUND SURFACE

A. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the Owner, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all vegetation and stones larger than 1 inch in any dimension and all litter or other material which may be determined to proper bonding, the rise of capillary moisture, or the proper growth of desired planting. Areas, which are too compact to respond to these operations shall receive scarification by the use of small tillers or hand tools.

#### 3.3 BACKFILL

- A. Backfill as needed with clean topsoil. Bring final grades to those shown on the plans. The topsoil shall be evenly spread on the prepared areas to a uniform depth of 4 inches after compaction (6" minimum depth on all playing field surfaces), unless otherwise shown on the plans. Spreading shall not be done when the ground or topsoil is frozen, excessively wel, or otherwise in a condition detrimental to the work.
- B. After spreading, any large attif clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks 1 lnch or more in diameter, roots, litter, or any foreign metter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cullipacker or by other means approved by the Owner. The compacted topsoil surface shall conform to the required lines, grades and cross sections. Any topsoil or other dirt falling upon pavements as a result of hauting or handling of topsoil shall be promptly removed.

# 3.4 FINE GRADING

- A. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Slope graded surfaces to provide positive drainage, as shown on the plans.
- B. Grade uniformly with rounded surfaces at lops and bottoms of abrupt changes in plane. Hand grade steep slopes and areas that are inaccessible for machine work and areas around existing trees.
- C. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 1 (not) or larger in any dimension and debris. Provide surfaces sullable for soil preparation provided under lawn and planting work.
- D. Leave graded areas approximately % inch below linished paved surfaces at edges only.
- E. Protect graded areas from undue erosion, Repair and regrade if required. Refill and compact where settlement occurs.
- F. Grade areas to elevations and slopes indicated without depressions causing pocketing of surface water or humps, producing localized runoff and guilying. Allow for thickness of paving, sidewalks and grassing.

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- The Contractor shall be responsible for 'rounding off' sharp edges existing on-sile whether G. or not such conditions are indicated on the plans.
- Blend proposed grade to match existing grade to provide a natural appearance without any H, abrupt ridges or depressions.
- The alopes shall be constant as shown on the plans.
- Provide for a positive slope to all drainage structures and away from all improvements. J.

#### MAINTENANCE 3.5

- Protect graded areas from traffic and erosion. Keep free of trash and debris, Repair and re-A. establish grades in settled, eroded and damaged areas.
- Where completed areas are disturbed by construction operations or adverse weather, В. scarify surface, reshape and compact to required density.
- WASTE MATERIALS: Haul from site and legally dispose of waste materials, including excess 3,6 topsoli used for lins project, vegelation, rock, tresh and debris.
- CLEAN UP: Upon completion of filling and grading work, remove equipment and tools. Leave site 3.7 clear, clean, free of debris and ready for landscaping work.
- ADJUSTMENTS: The contractor is responsible for providing positive drainage of all areas within the project limits. The contractor is to adjust grades as needed to provide for positive drainage in and 3.8 around all improvements.

END OF SECTION

# EXHIBIT D

- L1 Overall Layout
- L2 Trail Layout
- L3 Trail Layout
- L4 Trail Layout
- L5 Trail Layout
- L6 Construction Details
- L7 Construction Details
- L8 Pond Fountain Plan
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- L12 Playground Layout Plan
- L13 Playground Grading Plan
- L14 Playground Plan
- L15 Playground Landscape Plan
- L16 Playground Irrigation Plan
- L17 Playground and Site Furnishing Details
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- C7 Erosion Control Plan
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- C10 TXDOT Headwall Details
- C11 . TXDOT Single Box Details
- E1 Site Plan Electrical
- E2 Electrical Schedule and Symbols
- E3 Electrical Specifications

# **ATA**° Document A201™ – 1997

# General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address):
Prisco 870008 0472 (Beavers Bend Park)
5011 Legacy Drive
Prisco, TX 75034

THE OWNER:
(Name and address):
City of Frisco
6101 Frisco Square Blvd.
5th Floor
Frisco, TX 75034

THE ARCHITECT: (Name and address): Ignes and Boyd 17090 Dallas Parkway, Suite 200 Dallas, TX 75248

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1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2 Written Interpretations 4.2.11, 4.2.12, 4.3.6 Written Notice

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#### ARTICLE 1 GENERAL PROVISIONS

## § 1,1 BASIC DEFINITIONS

# § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinalter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect, Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

# § 1.1.2 THE CONTRACT.

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the : Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entitles other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties,

# § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

# § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

# § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dinensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams,

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample

forms, Conditions of the Contract and Specifications,

# § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably interable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION

 $\bar{9}$  1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

- § 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and arifeles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor, If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request,

§ 1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents,

5 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's oppositants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and foliar documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents, All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

#### ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority, to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to us the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or

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continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall farnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the

5'2,2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner " with reasonable promphiess. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.25 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work,

§ 2'3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other parson or entity, except to the extent required by Section 6.1.3.

5 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedics the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall the issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or fallure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Confractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor,

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the

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Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a ficensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statules, ordinances, building codes, and rules and regulations, but my nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fulls to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, incrnsistancies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3,3 SUPERVISION AND CONSTRUCTION PROCEDURES

10.11

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, exchaiques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such mesins, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without receptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, lools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tusks assigned to them.

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment faraished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 3.7:3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

all recipired taxes, less applicable trade discounts;

Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances:

whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3,8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work....

7. 5 3,9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important

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communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

# § 3,10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- \$ 3.40.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work, The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals, ":
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

# S 3.11 DOCUMENTS AND SAMPLES AT THE SITE

User Notes:

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submitted to the Owner upon completion of the Work.

# § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged,
- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract : Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents, Submittals which are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.
- § 3.12.5 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction eriteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents,
  - § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3,12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of " architecture of engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional, Shop Drawings and office submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria ibnt such services must satisfy, Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design orderia required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3,13,1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3:14 CUTTING AND PATCHING § 3:14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its puris fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

 $\tilde{5}$  3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubhish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

## § 3.16 ACCESS TO WORK

§ 3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

#### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufactures or manufacturers is required by the Contract Documents or where the copyright violations intercontained in Drawings, Specifications or other documents prepared by the Owner or Architect, However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect. . . . .

# Š 3.18 INDĚMNIFICATIÓN

\$ 3.18.1.To the follest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist us to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

# ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT.
§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

#### 5 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be air Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and

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deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeayor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.5 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is inbricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or the activities of the Owner, Contractor or segments contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§4.2.0 The Architest will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.9.The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be finade in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to scoure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to seathetic effect will be final if consistent with the intent expressed in the Contract Documents.

#### § 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim," also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract, Claims must be initiated by written notice. The responsibility to substantiate, Claims shall rest with the party making the Claim.

5 4.3.2 Time Limits on Claims, Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1. and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents of (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both, If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons, Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owice and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for mittal determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or properly arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filled in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

§ 4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by dails substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. .

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter,

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for

consequential damages erising out of or relating to this Contract. This mutual waiver includes:

4. damages inclirred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of ... such persons; and

damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work,

This multiple wayer is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

8-4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from 13. the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) allivise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to cycluste the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

.5 4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6. When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor, If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties. concerned. . ..

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. 

§ 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordinge with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration,

#### S-MEDIATION § 4,5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to sesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

 $h = 1, \dots, n$ § 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. 

§ 4.5.3.The parties shall share the incidiator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.5 ARBITRATION. 5 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after. submission of the Claim to the Architect, be subject to arbitration, Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.5.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The domand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

3.00 字 1.00 § 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

- § 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- § 4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 4.6.5 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

# ARTICLE 6 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Subsubcontractor.
- § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
  § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly raply to the Contractor in writing staling whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity, Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- \$5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work, However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- $\S$  5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

## § 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents. assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the "Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4:1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided 

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14,2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract,

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

# : ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 5.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site finder Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the sile; the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each geparate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate confrictor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual ngreement. The construction schedules shall then constitute the schedules to be used by the Contractor, scourate contractors and the Owner until subsequently revised,

§ 6,1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12. parterior de Philip

# § 8.2 MUTUAL RESPONSIBILITY

§ 5.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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§ 6.2,2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable,

§ 8.2.3 The Owner shall-be reimbursed by the Contractor for costs incorred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor, The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly limed activities, damage to the Work or defective construction of a separate contractor.

. § 6,2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5. The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

5 6,3,0WNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

# ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction · Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the . Contractor, an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

5 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

1 change in the Work;

.2 the amount of the adjustment, if any, in the Contract Sum; and

3 : the extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

**§ 7.3 CONSTRUCTION CHANGE DIRECTIVES** 

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sure and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

unit prices stated in the Contract Documents or subsequently agreed upon;

cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

as provided in Section 7.3.6.

T · § 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time, Section 7

· § 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3,6.If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

costs of labor, including social security, old age and unemployment insurance, fringe benefits : 1, il required by agreement or costom, and workers' compensation insurance;

costs of milerials, supplies and equipment, including cost of transportation, whether incorporated or

consumed: rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor

costs of premiums for all bonds and insurance, permit fees; and sales, use or similar taxes related to

the Works and

additional costs of supervision and field office personnel directly attributable to the change.

57.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a hel decrease in the Contract Sum shall be actual net cost as confirmed by the Architect, When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties', agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

5 7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such introducing that he effective immediately and shall be recorded by preparation and execution of an appropriate Change Order,

# § 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

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#### ARTICLE 8 TIME

#### § 8,1 DEFINITIONS

- $\frac{1}{8}$  8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

# § 8.2 PROGRESS AND COMPLETION

- § 8:2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contract of the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furtished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.
- § 8.2.3 The Contractor shall proceed expeditionaly with adequate forces and shall achieve Substantial Completion within the Contract Time.

# § 8.3 DELAYS AND EXTENSIONS OF TIME

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- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
  - § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.
  - § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

# ARTICLE B PAYMENTS AND COMPLETION

## § 9:1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

# § 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

## § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to

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payment as the Owner or Architect may require, such as copies of regulations from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.7 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by Interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, noless such Work has been performed by others whom the Contractor intends to pay,

. § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or cutities making a claim by reason of having provided labor, materials and equipment relating to the Work.

# § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will; within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or holify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how of for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### 6 9.5 DECISIONS TO WITHHOLD CERTIFICATION

 $\bar{\S}$  9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from nots and omissions described in Section 3.3.2, because of:

defective Work not remedied;

Hear Notes:

- third party claims filed or reasonable evidence indicating probable filing of such claims unless: security acceptable to the Owner is provided by the Contractor,
- failure of the Contractor to make payments properly to Subcontractors or for labor, materials or
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- damage to the Owner or another contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- persistent failure to carry out the Work in accordance with the Contract Documents, .

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withhold.

## § 9.6 PROGRESS PAYMENTS

§ 9.5.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law,

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner, Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiductiony liability or tort liability on the part of the Contractor for breach of trust or shall entitie any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision,

#### § 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents,

#### § 9.8 SUBSTANTIAL COMPLETION

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect, In such ages, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. · ·
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prenare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warrenties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion,
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents,

# § 9.9 PARTIAL OCCUPANCY OR USE

- § 8.3. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portional designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the World Such partial decopancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities essigned to each of them for payments, retaininge; if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

 $\frac{1}{5}$  9.10.1 Uppn receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in

the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected , with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts williheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indomnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

KIN SW W § 9.10.3 If, after Substitutial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Confract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retaining stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

5,9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
  - fullure of the Work to comply with the requirements of the Commet Documents; or
  - 3 Terins of special warranties required by the Contract Documents.

§ 9.40.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a williver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

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#### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.11 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

#### 5 10.2 SAFETY OF PERSONS AND PROPERTY

9 ในเลือดตะ 11 ยา การตอบขอ And PROPERTY \$10.2.1 The Control of shall take reasonable precautions for safety of, and shall provide reasonable protection to provent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Subi subcontractors; and
- [3] office property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10,2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, prombigating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

#### § 10,3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the officeted and report the condition to the Owner and Architect in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material of substance reported by the Contractor, and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has in objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

\$ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is intributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

§ 10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10,6 ÉMÉRGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss, Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

#### ARTICLE 11 INSURANCE AND BONDS

5 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may urise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

claims under workers' compensation, disability benefit and other similar employee benefit acts which
are applicable to the Work to be performed;

claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

: claims for damages because of bodily injury, sickness or disease, or death of any person other than ... the Contractor's employees;

4 claims for damages insured by usual personal injury liability coverage;

5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible properly, including loss of use resulting therefrom;

 6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

7 ciaims for bodily injury or property damage arising out of completed operations; and

: claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

5 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the World, These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

### § 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

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- § 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect walve all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such walvers of subrogation by endorsement or otherwise.
- § 11.3.3. The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

#### § 11.4 PROPERTY INSURANCE

- § 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's tisk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Subsubcontractors in the Project.
- § 11.4.1.1 Property insurance shall be on an "ull-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, carthquake, flood, windstorm, falsework, testing and starting, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- § 11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.
- "S 114.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.
- § 11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- § 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endursement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- § 11.4.2 Boiler and Muchinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.
- 's 11.4.3 Loss of Use Insurance, The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11:4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Bach policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project, Each policy shall contain a provision that the policy will not be carceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's constillants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policles shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made physible to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgages clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and indexs the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

#### § 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

#### ARTICLE 12 UNGOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 42.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time,

§ 12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, he at the Owner's expense, If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

5 12.2 CORRECTION OF WORK 5 12.2 BEFORE OR AFTER SUBSTANTIAL COMPLETION

 $\bar{8}42.23.1$  The Contractor shall promptly correct Work rejected by the Architect or falling to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or . not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense,

#### 5 12,2,2 AFTER SUBSTANTIAL COMPLETION

§ 12,2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9,9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner walves the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within's reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2,4.

- § 12,2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
- § 12,2,2,3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- 5 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner,
- § 12,2,4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- § 12,2,5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12,2,2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract

Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract . Decuments, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

#### . ARTICLE 13 MISGELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW . . .

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

5,13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal 1 representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenues, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional leader providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such essignment...)
V§ 13.3 WRITTEN NOTICE

🖟 🥱 133A Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity octo an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

## 5 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded, them under the Contract, not shall such action or failure to act constitute approval of or acquiescence in a preach the rounder, except as may be specifically agreed in writing.

#### . g. 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations of orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 if the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional jesting, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures, Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense,

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work, . I 👸

#### § 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13:7.1 As between the Owner and Contractor:

- "Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have account in any and all events not later than such date of Substantial Completion;
- Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accured in any and all events not later than the date of issuance of the final Certificate for Payment; and
- After Final Certificate for Payment, As to acts or fallures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have account in any and all events not later than the date of any act or failure to act by the Contractor purawant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no edfor fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1: issuance of an order of a court or other public authority having jurisdiction which requires all Work to

be stopped;

in set of government, such as a declaration of national emergency which requires all Work to be stopped;

because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or 4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

evidence as required by Section 2.2.1,

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work

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by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their nigents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in-Section 14.1.3.

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- neissistently or repeatedly refuses or fails to supply enough properly skilled workers or proper majorials;
- agreements between the Contractor and the Subcontractors;
  - .3 .... persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  - otherwise is guilty of substantial breach of a provision of the Contract Documents,

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without projudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, If any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

. . . 2 . accept assignment of subcontracts pursuant to Section 5.4; and

.3 : "Timish the Work by Whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 4.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further phyment until the Work is finished.

§ 14.2.4 If the unpuid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 14,3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- that an equitable adjustment is made or denied under another provision of the Contract. 2

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### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cense operations as directed by the Owner in the notice; .
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

# Additions and Deletions Report for AIA<sup>®</sup> Document A201<sup>™</sup> – 1997

This Additions and Detailons Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any lext the author may have added to or deleted from the original AIA text. Added text is shown underlined. Daleted text is indicated with a horizontal line through the original AIA text.

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#### PAGE 1

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City of Frisco 6101 Frisco Square Blvd. 5th Plaor

Jones and Boyd 17090 Dallas Parkway,

# Certification of Document's Authenticity AIA® Document D401™ – 2003

I, Robert H. Roeder/mya, hereby certify, to the best of my knowledge, information and ballef, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:41:50 on 04/18/2008 under Order No. 1000309590\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ − 1997 -General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

# BEAVERS BEND PARK TRAIL EXTENSION, POND AND PLAYGROUND IMPROVEMENTS

#### FRISCO, TEXAS

#### SECTION 00800

#### SUPPLEMENTARY CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201-1997, which is adopted into the AIA Document A101-1997 by reference. Where an Article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

#### **ARTICLE 1: GENERAL PROVISIONS**

#### 1.2.1.1 Add this new Subparagraph:

Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

#### 1.2.1.2 Add this new Subparagraph:

The most recently issued document takes precedence over previously issued forms of the same document. If an item is shown one place in the Drawings, but not another, or called for in a schedule or the Specifications but not shown on the Drawings, it is to be included. The order of precedence of the Contract Documents is as follows with the highest authority listed first

- a. Addendum to Standard Form of Agreement,
- The Agreement (except as expressly modified by any Addenda);
- c Addenda
- d. Supplementary Conditions of the Contract for Construction and other Division 1
  Requirements of the Specifications;
- e. General Conditions; and
- f. Drawings and Specifications (other than the Supplementary Conditions and other Division 1 Requirements contained in the Specifications).

#### 1.2.4 Add this new Subparagraph:

Specifications determine nature and setting, workmanship and quality of materials; Drawings establish the design, quantities, dimensions and details; schedules give locations.

#### 1.2.5 Add this new Subparagraph:

Similar conditions may be illustrated by a single detailed drawing. The drawing may be subject to minor adjustments as directed by the Architect to satisfy exact and specific conditions. If discrepancies appear, Contractor shall request interpretation from the Architect

prior to proceeding with the Work. Contractor shall not make such interpretations by himself, except at his own risk, responsibility and expense.

### 1.5.2.1 Add this new Subparagraph:

Contractor shall fully acquaint itself with all above ground, visible existing conditions and limitations affecting the Work, including (without limitation) all property lines, visible utility locations, existing improvements, elevations, and site and local conditions. All dimensions and clearances necessary to the Work, as indicated on the Drawings and contained in the Specifications, shall be verified by Contractor at the job site and Contractor shall report any discrepancies to the Architect for adjustment before any Work affected thereby is prosecuted. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the above ground, visible conditions and limitations under which the Work is to be parformed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, and (4) availability and cost of materials, tools and equipment. The Owner assumes no responsibility or liability for the safety of the Project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Subparagraph.

### 1.5.2.2 Add this new Subparagraph:

By execution of Amendment 1 to the Agreement, Construction Manager specifically acknowledges and declares that the Contract Documents are sufficient to have enabled it to determine the Guaranteed Maximum Price, and that the Drawings and Specifications are sufficient to enable Construction Manager to properly construct the Work in accordance with codes, and otherwise to fulfill all of its obligations under the Contract Documents. Construction Manager shall carefully study and compare all existing conditions, Drawings, Specifications, and other Contract Documents; shall verify all figures on the Drawings before laying out the Work; shall take field measurements and verify field conditions; shall carefully compare such field measurements and conditions and other information known to Construction Manager with the Contract Documents before commencing activities; and shall give prompt notice to the Architect and Owner in writing, of all errors, inconsistencies, or omissions, which it may discover and obtain specific instructions in writing with respect thereto before proceeding with the Work. Construction Manager shall not take advantage of any apparent error or omission which may be found in the Contract Documents, but shall cooperate in good faith with the Owner and Architect to resolve any ambiguities, inconsistencies or defects in the Contract Documents in a manner that will not result in an Increase in the Guaranteed Maximum Price or delay in the progress of the Work. Construction Manager shall not be entitled to an extension of the Contract Time to carry out any repairs or corrections of any construction caused by Construction Manager's fallure to notify Architect and Owner of errors, ornissions or inconsistencies in the Contract Documents discovered by Owner prior to the execution of the Work affected by such errors, omissions or inconsistencies. Errors or omissions in Contract Documents or the misdescription of details of Work manifestly necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve Construction Manager from performing such omitted work or misdescribed details of the Work and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications. The cost of such Work shall be included in the Cost of the Work, but in no event shall such Work entitle Construction Manager to an increase in the Guaranteed Maximum Price.

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### 1,5,2.3 Add this new Subparagraph:

By agreeing to a Guaranteed Maximum Price for the entire Project, Contractor agrees with Owner that the Work required by the Contract Documents, including, without limitation, construction means, methods, procedures and techniques necessary to perform the Work, will be consistent with: (a) good and sound practices within the construction industry; (b) generally prevailing and accepted industry standards applicable to the Work; and (c) requirements of any warranties applicable to the Work.

#### 1.8 Add this new Paragraph:

When specific products, systems or items of equipment are referred to in the Contract Documents, any customary anolliary devices necessary for proper functioning which are typically furnished at no additional cost as part of an installation contract shall also be provided, but not including any manufacturers' options on any particular device, which device is specified in the Contract Documents. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents with no edition specified, the current edition at the time of contract execution shall apply. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions, limitations or walvers that are inconsistent with the Contract Documents do not apply.

#### ARTICLE 2: OWNER

- 2.2.1 Delete the subparagraph in its entirety.
- 2.2.3 Add the following to the end of the Subparagraph:

The furnishing of surveys and legal descriptions shall not relieve Contractor from its duties under the Contract Documents.

- 2.4.1- Delete the second sentence from the end "Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect."
- 2.4.2 Add this new Subparagraph:

After the Work is complete, the Owner may make emergency repairs to the Work if necessary to prevent further damage, or if the Contractor does not promptly respond to a notice of a condition requiring repairs. Contractor shall be responsible to Owner for this cost if the reason for the repairs is defects in Contractor's Work. If payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner.

#### ARTICLE 3: CONTRACTOR

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3.1.1 Delete the entire Subparagraph and replace it with the following:

The term "Contractor" means the Construction Manager or Construction Manager's authorized representative.

3.2.1 Add the following to the end of the Subparagraph:

If a dimensional discrepancy exists, the Contractor shall take field measurements required for the proper fabrication and installation of the work. Upon commencement of any item of work, the Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to the Owner.

3.2.2 Add the following language after each use of "Architect":

and Owner

3.2.3 Delete the words "Subparagraphs 4.3.6 and 4.3.7" and replace with the following language:

the Contract Documents.

3.3.1 Add the following to the end of the Subparagraph:

The Contractor shall be solely responsible for all locations, dimensions and levels, and no plea as to instructions or orders received from any source, other than the information contained in plot, drawings and specifications or in written orders of the Architect shall justify departure from the dimensions and levels required by the drawings. He shall take his own measurements at the site, verifying same with the drawings and at the building, and will be held responsible for the proper fit of completed work in position.

3.3.2 Add the following sentences to the end of the Subparagraph:

It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner or any of its authorized representatives in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

3.3.4 Add the following Paragraph 3.3.4:

Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with State of Texas HB 662 and HB 665. On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in the safe execution of trenching and shoring, unless other procedures are reviewed and accepted in writing by the applicable authorities prior to commencing trenching work.

3.4.4 Add this new Subparagraph:

Not later than 30 days from the contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each major product identified in the specifications and the name of the installing subcontractor.

3.4.5 Add this new Subparagraph:

After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only in writing.

3.4.6 Add this new Subparagraph:

. ..... ... ... ... ... ... ... ...

By making requests for substitutions based on Subparagraph 3.4.5 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

### 3.4.7 Add this new Subparagraph:

The Contractor shall not use any materials in the work that contain lead or asbestos materials in excess of amounts allowed by local/state standards, laws, codes, rules and regulations, Federal Environmental Protection Agency (EPA) standards and the Federal Occupational Safety and Health Administration (OSHA) standards, whichever are most restrictive.

## 3.5.1 Add the sentence at the end of the Subparagraph:

The warranties set out in this paragraph are not exclusive of any other warranties or guarantees set out in other places in the Contract Documents or implied under applicable law.

### 3.5.2 Add this new Subparagraph:

The warranty of Contractor provided in Subparagraph 3.5.1 shall in no way limit or abridge the warranties of the suppliers of equipment and systems which are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Contract Documents. Contractor shall take no action or fail to act in any way which results in the termination or expiration of such third party, warranties or which otherwise results in prejudice to the rights of Owner under such warranties. Contractor agrees to provide all notices required for the effectiveness of such warranties and shall use its good faith efforts to include provisions in the contracts with the providers and manufacturers of such systems and equipment whereby Owner shall have a direct right, but not a duty, of enforcement of such warranty obligations.

#### 3.7.5 Add this new Subparagraph:

The Contractor shall be responsible for timely notification to, and coordination with, all utility companies regarding the provision of or revising of services to the Project. The Contractor shall inform the Owner at once when the Owner's participation is required. Connections for utilities required for the Work are the responsibility of the Contractor.

#### 3.8.4 Add this new Subparagraph:

Contractor shall keep separate and adequate records of all allowances and shall submit such records to Owner from time to time upon request. Owner shall be responsible for costs incurred in excess of allowance amounts only to the extent approved by Owner.

#### Add the following to the end of the Subparagraph: 3.9.1

Notwithstanding the foregoing, Contractor shall keep on the job the superintendent approved by Owner who shall not be transferred from the Work without Owner's consent (which shall not be unreasonably withheld). However, such obligation to furnish the superintendent shall not be construed to give rise to any liability of Contractor if any person assigned to the Work leaves Contractor's employ. If Owner determines that any employee of Contractor or of its Subcontractors is careless or not qualified to perform the Work assigned to him or otherwise in Owner's sole judgment is not appropriate for the Project, and Owner and Contractor cannot, after a diligent and good faith attempt, agree what action should be taken with respect to the removal or reassignment of such employee, the Contractor shall promptly remove such employee from the Work and replace such employee. At all times while procurement activities are being performed in Contractor's office, Contractor shall appoint an individual (approved by Owner, acting reasonably) authorized to act on behalf of Contractor and with whom Owner may consult at all reasonable times, and who shall be authorized to receive the instructions, requests and decisions of Owner. Similarly, at all times during the construction Work and the start-up and commissioning phases of the Work at the site, Contractor shall appoint a resident individual who shall be vested with the same authority and shall have the same responsibilities to Owner as the person described above. All of Contractor's and Subcontractors' personnel shall comply with all applicable health, safety, and loss prevention rules of applicable authorities. Contractor shall remove from the Work any person who falls to comply with such rules and instructions in any material respect.

#### Add the following language: 3.12.8

Construction Manager shall submit complete and accurate submittals at the first submission. If the submittal is returned not approved, only one (1) additional submission will be reviewed at Owner's cost. Any additional submissions will be reviewed at the cost of Construction Manager. Incomplete submittals or submittals containing excessive errors will be returned unchecked and any delay caused thereby will be the responsibility of Construction Manager.

#### Add the following language to the end of the Subparagraph: 3,12,10

provided, however, Contractor shall comply with the requirements of Subparagraphs 3,2.1 and 3.2.2.

#### Add this new Subparagraph: 3.12.11

Contractor shall assemble for approval by Owner one (1) complete copy in loose leaf binders of all operating and maintenance data for all equipment installed as a part of the Work, which binders must be delivered to Owner on or before Substantial Completion of the Work.

#### Add this new Subparagraph: 3,15.3

. ......

The Contractor shall be responsible for protection of the Work, Including damaged or broken glass, and at completion of the Work shall replace damaged Work. The Contractor shall perform the following final cleaning at completion of the Work:

- .1 Remove all temporary protections;
- Remove marks, stains, fingerprints and other soil or dirt from all surfaces and other work;
- .3 Remove spots, mortar, plaster, soil and paint from ceramic tile, marble and other finish materials from all surfaces and other work;
- .4 Clean fixtures, cabinetwork and equipment, removing stains, paint, dirt, and leave in an undamaged and new condition; and
- Clean all surfaces and other work in accordance with recommendations of the manufacturer.

### 3.17.1 Add the following language after "Architect" in the last line:

and Owner

#### 3.18.1 Add the following at the end of the Subparagraph:

Contractor's indemnification obligation under this Subparagraph 3.18.1 shall, but not by way of limitation, specifically include all claims and judgments which may be made against the indemnified parties under OSHA, similar laws of the state or other governmental body having jurisdiction, and further, against claims and judgments arising from violation of public ordinances and requirements of governing authorities due to Contractor's or any Contractor's subcontractor's method of executing the Work. The indemnification obligation of Contractor under this Subparagraph 3.18.1 also shall include damage wrongfully caused by Contractor to the Work or property of Owner by such parties or to any adjacent properties, which Contractor shall promptly remedy any damage wrongfully caused by Contractor to a separate contractor or property of any separate contractor, which Contractor shall promptly attempt to settle, subject, however, to the waiver of subrogation provision contained in Subparagraph 11.1.4 hereof.

### ARTICLE 4: ADMINISTRATION OF THE CONTRACT

#### 4.2.3 Add the following sentences:

in no event shall Owner or its representatives have control over or charge of, or be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Work, since these are solely Contractor's responsibility except as provided in Subparagraph 3.3.1. Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Owner will not have control over or charge of and will not be responsible for the acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

#### 4.2.4.1 Add this new Subparagraph:

Copies of all communications delivered by one party to the Architect shall be simultaneously delivered to the other party. Upon request of Owner, Contractor will also furnish Owner with copies of any other items delivered to the Architect.

#### 4,2.6 Add the following language after "Architect" In line 1:

and Owner

Add the following language after each other use of "Architect":

or Owner

### 4.2.11 Delete the first section, and substitute the following:

If requested to do so by the Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

### 4.2.12 Delete the last sentence of the Subparagraph as follows:

When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

## 4.2.13 Delete the Subparagraph in its entirety and in its place insert the following:

The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract Documents, and any such determination shall be communicated through the Architect.

#### 4.2.14 Add this new Subparagraph:

Notwithstanding any other provision of this Agreement to the contrary, the Architect shall have no authority to order or approve any material deviation from the Contract Documents, whether or not such deviation affects the Contract Sum or the Contract Time. In the event any such deviation is sought, prior written approval from Owner must be obtained.

- 4.3.1 Delete the words in the first sentence "one of the parties" and in its place insert "the Contractor". Delete the last line of the subparagraph "party making the Claim" and in its place insert the word "Contractor".
- 4.3.6 Delete this entire subparagraph.

## 4.3.7.2 Add to the end of this Subparagraph the following:

Abnormal weather conditions not reasonably anticipated shall mean weather conditions which prevent work on the Project and which have a direct effect on the Contractor's predefined critical work sequence. Contractor's schedule shall take into consideration normal seasonal weather conditions number of precipitation days per month (as defined by the National Weather Service 30-year average) along with muddy site days directly related to the precipitation days indicated.

#### 4.4 Delete entire Paragraph.

#### ARTICLE 5: SUBCONTRACTORS

### 5.1.3 Add this new Subparagraph:

Contractor shall include the following provision in all of its subcontracts and purchase orders: "This Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner." Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor conditionally assigns to Owner all right to bring any actions against Subcontractors and material vendors without waiver by Owner of fils right against Contractor because of defaults, delays and defects for which a Subcontractor or material vendor may also be liable; provided, however, Contractor shall have the sole right to bring actions against the Subcontractors unless Contractor has defaulted hereunder (and such default remains uncured) or Owner has terminated the Contract as a result of such default, whereupon Owner shall have such right.

## 5.2.1 Delete entire Subparagraph and replace it with the following:

At least five (5) days before entering into any Subcontracts, the Contractor shall furnish in writing to the Owner the name of the person or entitles proposed for any Subcontracts.

### 5.2.5 Add this new Subparagraph:

The Contractor shall not subcontract the work as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents, Contractor shall be fully responsible for the performance of its Subcontractors, including those selected or approved by the Owner.

5.3.1 Insert the following word between the words "appropriate" and "agreement" and delete the words "written where legally required for validity":

written

### 5.4.3 Add this new Subparagraph:

Each Subcontract shall specifically provide that Owner shall only be responsible to the Subcontractor for those obligations of Contractor that accrue subsequent to Owner's exercise of any rights under the conditional assignment.

## 6.3.1 Delete the words "the Architect will."

## 7.2.3 Add this new Subparagraph:

Unless otherwise provided in the Change Order, agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract, Documents,

## 7.3.3 Delete entire Subparagraph and replace it with the following:

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on the Owner's reasonable estimate of the net increase in cost and overhead attributable to the change in the Work.

Add the following language after "Architect";

and Owner

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## 7.3.6 Delete the first sentence and replace with the following:

If the Contractor does not object in writing to the Owner and the Architect within ten (10) calendar days after the receipt of the Construction Change Directive, such Construction Change Directive shall be deemed accepted by the Contractor and shall be effective and recorded as a Change Order. If the Contractor disagrees with the method for adjustment in the Contract Sum and timely and properly objects, the method and the adjustment shall be determined by the parties on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. Any change order based on drawing modification shall only be for the net differences between additions and deductions in scope made in the later issued drawings.

Delete the words "and profit" in the fifth line of the paragraph and add the following to the end of the Subparagraph:

Costs for purposes of this Subparagraph 7.3.6 shall be limited to actual costs and shall not include any Item which could be deemed to be general conditions costs or overhead, such as, but not limited to, the cost of Contractor's and Subcontractor's supervisory personnel assigned to the Work and field office and related expenses, except as specifically permitted in the Agreement. Additionally, the costs referred to in Subparagraphs 7.3.6.1-7.3.6.5 shall be reasonable costs.

### ARTICLE 8: TIME

# 8.1.5 & Add these new Subparagraph:

- 8.1.5 Claims for extension of time shall be stafed in whole or half calendar days.
- 8.1.6 The Contractor shall be substantially complete with all work shown on or before the date specified for substantial completion in the Contract Documents. Extensions to the Completion Date will be granted only if, in the opinion of the Architect, climatological conditions that impede the progress of construction significantly exceed average conditions for the local area. A guide for average climatological conditions will be the builtetin "Local Climatological Data," published by the Department of Commerce. No request for an extension of time due to weather conditions will be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five (5) years.
- 8.2.2 Delete the remainder of the Subparagraph beginning at the words "to permit" in the next to the last line.
- 8.3.1 Add "the critical path" between the words "or" and "progress" on the first line, delete "or by labor disputes" and add the following to the end of the Subparagraph:

If the performance of the Work is not, was not or would not have been delayed by any other cause for which Contractor is not entitled to an extension in the Contract Time under the Contract Documents. Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused by Contractor and (2) adversely affects the critical path of the Work (it being understood that Contractor may be entitled to an adjustment in the Contract Time even when the Contractor is shead of the Project schedule).

8,3.4. Add this new Subparagraph 8,3.4:

In the event that the Owner has specified a stipulated completion date, the provisions of 8.3.1 through 8.3.3 do not apply. However, in the event of delay(s) fully beyond the Contractor's control, the Owner may authorize by change order reimbursement for additional costs to accelerate the construction in order to maintain the stipulated completion date.

## ARTICLE 9: PAYMENTS AND COMPLETION

- 9.1.1 In this Subparagraph and throughout the General Conditions, delete the phrase "Contract Sum" and substitute the phrase "Guaranteed Maximum Price," Delete the word "total" and substitute the word "maximum."
- 9.2.1 Delete the Subparagraph in its entirety and in its place insert the following:

Before any work is done on the site and before the first Application for Payment, the Contractor shall submit to the Owner a schedule or breakdown showing the respective amounts (called "values" for convenience) properly allocable to the various portions of the work and aggregating the total contract sum. Each respective amount or value shall include its part of overhead and profit so that the sum of the items will total the contract sum. Such schedule of values will be prepared so as to facilitate payments by the Contractor to his Subcontractors and shall follow the trade divisions of the specifications so far as practicable. Such schedule and the amount therein shall be in such detail and supported by such data to substantiate its accuracy as the Architect may require. Such schedule, when approved by the Owner, unless it be found to be in error, shall be used only as a basis for the Contractor's Applications for Payment and shall not be taken as evidence of market or other value,

9.3.1 Add the following language after "Architect":

and Owner

Add the following to the end of the Subparagraph:

The Contractor shall submit Applications for Payment in triplicate, using AIA Document G702 and G703 supported by affidavits that it has paid all sums due to the Subcontractors and suppliers from all prior Applications for Payment and other such documentation as is required by the Contract Documents. All Applications for Payment (and the required supporting documentation) shall be submitted to the Owner and the Architect.

9.3.1.3 &. Add these new Subparagraphs: 9.3.1.4

9.3.1.3 Monthly Applications for Payment shall include waivers of liens for all work included in the previous months' application for payment. Waiver of Liens for the subcontractors and materialmen shall be the total amount paid prior to the previous months' application for payment.

9.3.1.4 With each Application for Payment, Contractor shall certify that such Application for Payment represents a Just estimate of cost reimbursable to the Contractor under the terms of the Contract Documents and shall also certify that there are not any Mechanics' or Materialmen's Liens outstanding at the date of this Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, and that there is no known basis for the filing of any Mechanics' or Materialmen's Liens against the Surety in connection with the Work, and that waivers and bills paid affidavit forms from all subcontractors and materialmen have been or will be obtained in such form as the Owner may require.

- 9.3.3 In the second sentence delete the phrase "to the best of the Contractor's knowledge, information and belief,"
- 9,4.3 & Add these new Subparagraphs: 9,4.4

9.4.3 The issuance of a Certificate for Payment shall constitute a recommendation to the Owner in respect to the amount to be paid. This recommendation is not binding on the Owner in Owner's opinion legitimate reasons for nonpayment exist including, but not limited to the reasons set out in Paragraph 9.5.1. If the Owner declines to make payment upon a Certificate of Payment, the Owner shall promptly notify the Contractor of the reasons therefor.

Contractor shall include as a separate and distinct line item on his pay request a value for trenching and shoring operations. Contractor shall attach to pay request a notarized letter from shoring engineer that designed Contractor's trenching and shoring systems, addressed to Owner, attesting that engineer has (1) reviewed trenching and shoring systems installed in field and found them in conformance with shoring engineer's detailed plans and specifications, (2) line item on Contractor's pay request accurately represents work installed and/or materials on site, and (3) engineer recommends payment to Contractor of line item for trenching and shoring based on engineer's observations.

9.4.4 Contractor's monthly Application for Payment that is submitted without required letter from Contractor's shoring engineer described by Subparagraph 9.4.3 is subject to return without review until letter is submitted.

## 9.5.1 Add the following to Subparagraph 9.5.1:

- .8 failure to submit written plan indicating action by Contractor to regain time schedule for completion of Work within the Contract Time.
- .9 if any part of such payment is attributable to Work which is not performed in accordance with the Contract Documents.

## 9.5.3 Add this new Subparagraph:

If Contractor disputes any determination by Architect or Owner with regard to all or any part of an Application for Payment or a Certificate of Payment, Contractor shall nevertheless expeditiously continue to prosecute the Work but shall be entitled to make a Claim as provided in Paragraph 4.3.

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# 9.6.1 Add the following sentence at the end of the Subparagraph:

Notwithstanding the foregoing, Owner may withhold payment as provided in Paragraph 9.5.1. Further, if Contractor is not current in its obligations to a supplier, laborers and/or Subcontractors on the Project, Owner may (but is not obligated to) withhold a periodic or final payment in an amount reasonably necessary to cover the amount which is not current until the Owner receives reasonable proof from the Contractor that this situation does not exist.

- 9.6.6 Delete the phrase "Work not in accordance with the Contract Documents" and in its place insert "any Work"
- 9.7.1 Add the following phrase after "the amount certified by the Architect": subject to Owner's right to withhold payment as set out in Subparagraph 9.6.1. above.

## 9.7.2 Add this new Subparagraph:

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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### 9.8.1 Add the following:

In general, the only remaining Work shall be minor in nature, so that the Owner-could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations. The "punchlist" shall be completed within 30 consecutive calendar days or as agreed upon following the Substantial Completion Date ("Final Completion"). Notwithstanding the foregoing or anything to the contrary contained in the Contract Documents, Owner may refuse to make payment on any Certificate of Substantial Completion or any other Certificate of Payment by Architect for any default by Contractor under the Contract Documents (including but not limited to the reasons set out in Paragraph 9.5.1) and Owner shall not be deemed to be in default under the Contract Documents for its withholding such payment.

- 9.8.2 On the first line delete the phrase "or a portion thereof which the Owner agrees to accept separately,".
- 9.8.3 . On the second line delete the words "or designed portion thereof".
- 9.8.3 Add the following language following "intended use":

The Architect shall furnish Contractor information on what items it believes are necessary to reach substantial completion, and

9.8.4 Add the following words after the initial "When":

the Architect and Owner agree that

- 9.8.4 On the first line delete the words "or designated portion thereof". On the second line from the bottom delete the words "or designated portion thereof".
- 9.8.6 Delete in the second sentence the phrase "and consent of surety, if any, " and the phrase "or designated portion thereof".
- 9.10.2 Add the following words after "Architect":

'and Owner

9.10.2.1 Add the following Paragraph 9.10.2.1:

In addition to items listed in 9.10.2 to be submitted before Final Payment will be made or remaining retainage released, Contractor shall deliver all other items required by the Contract Documents relating to the final completion and closeout of the Project.

## ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2.3 Add the following to the end of this Subparagraph:

The Contractor shall also be responsible for all measures necessary to protect any property adjacent to the Project and any improvements thereon. Any damage to such property or improvements shall be promptly repaired by the Contractor.

10.2.8 Add this new Subparagraph:

The Contractor shall protect and be responsible for any damage to his work or material, from the date of the agreement until the acceptance of the work and shall make good without cost to the Owner, any damage or loss that may occur during this period, except that in the event of partial or total occupancy by the Owner prior to final acceptance, the Owner shall be responsible for any damage caused by such partial or total occupancy. The Contractor shall handle all materials directed, so that it may be inspected by the Architect. All material affected by the weather shall be covered and protected to keep it free from damage while being transported to the site, as well as when it is stored on the site.

## 10.2.9 Add this new Subparagraph:

The Contractor shall have full responsibility for preventing overstress of any structure or any part of member of it during construction. The Contractor shall fully check the effect of his operations in this regard, and shall provide all temporary support and connections required.

### 10.2.10 Add this new Subparagraph:

The Contractor at his own expense and option shall employ watchmen or erect adequate fencing at such time as necessary to protect or attend his work, including times when building exterior is breached to protect it and its contents.

## 10.2.11 Add this new Subparagraph:

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

## 10.6.1 Add the following to the end of this Subparagraph:

provided the Contractor shall not be entitled to additional compensation or an extension of time if an emergency is caused by the negligence or fallure to fulfill a specific responsibility of the Contractor to the Owner set forth in the Contract Documents or the failure of the Contractor's personnel to supervise adequately the Work of the Subcontractors or suppliers.

## ARTICLE 11: INSURANCE AND BONDS

Various Delete Subparagraphs 11.3.1,11.3.2 and 11.3.3 and delete Paragraph 11.4 and its Subparagraphs, all in their entirety and replace with the following Paragraphs and Subparagraphs:

## 11.1.1.1 Add the following phrase to the end of the last sentence:

", Including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entitles shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project."

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## 11.1.1.2 Add the following phrase to the end of the last sentence:

"or persons or entities excluded by statute from the requirements of Clause 11.1.1 but required by the Contract Documents to be covered by the insurance required by that Clause".

Add the following text at the end of subparagraph 11.1.2 "Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- Premises Operations (including X, C and U coverage as applicable).
- 2. Independent Contractor's Protective
- Products and Completed Operations.
- Personal injury Liability with Employment Exclusion deleted.
- Contractual, including specified provision for Contractor's obligation under Paragraph 3,18.
- 6. Owned, non-owned and hired motor vehicles.
- 7. Broad Form Property Damage including Completed Operations."
- All of the insurance policies described in the Contractor's Certificate of Insurance or otherwise in this Agreement except workers' compensation insurance shall name Owner and 11.1.2 its designated representatives, Owner, Owner's lender ("Lender"), Architect and Architect's engineers (collectively, the "insureds") as additional insureds pursuant to a CG Form 2026 1186 endorsement with no qualifications, and such policies shall be issued by a company or companies acceptable to Owner. Contractor shall immediately deliver to insureds copies of all such insurance policies, together with certificates by the Insurer evidencing insureds' coverage thereunder. New certificates of insurance shall be provided to Owner prior to the current certificate(s) coverage termination date if prior to completion of the Work. All certificates of insurance shall specify; (i) Owner as a certificate holder with correct mailing address, (ii) insured's name, which must match that on the Agreement, (iii) companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company, (N) producer of the certificates with correct address and phone listed, (v) certificate holder has been named as an additional insured as respects the general, auto and umbrella liability policies described herein, (vi) walvers of subrogation in favor of the Insured on workers' compensation, general, auto and umbrella liability policies and, (vii) the general, auto and umbrella liability policies described are primary in respect to the insureds.
- 11.1.2 Add these new Subparagraphs 11.1.2.1 and 11.1.2.2
- 11.1.2.1 The Insurance required by Subparagraph 11.1.1 shall be written by an insurance company having an A rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:
  - 1. Worker's Compensation:

(a) State: Statutory

(b) Applicable Federal: Statutory

(c) Employer's Liability: \$500,000 per Accident

\$500,000 Disease, Policy Limit

\$500,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability (Including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

Bodily Injury: (a)

\$500,000 Each Occurrence

\$1,000,000 Aggregate

Property Damage: (b)

\$500,000 Each Occurrence

\$1,000,000 Aggregate

Products and Completed Operations to be maintained for two years after final (c) payment: \$500,000 Aggregate

Property Damage Liability Insurance shall provide X, C and U coverage. (d)

Broad Form Property Damage Coverage shall include Completed Operations. (e)

Coverage to be extended to include the interests of the Architect and his consultants.

3. Contractual Liability:

Bodily Injury: (a)

\$500,000 Each Occurrence

\$500,000 Aggregate

Property Damage: (b)

\$250,000 Each Occurrence

\$500,000 Aggregate

4. Personal injury, with Employment Exclusion deleted:

Coverage: . (a)

\$500,000 Each Person Aggregate \$500,000 General Aggregate

5. Business Auto Liability (including owned, non-owned and hired vehicles):

Bodily Injury: (a)

\$500,000 Each Person \$1,000,000 Each Occurrence

Property Damage: (b)

\$250,000 Each Occurrence

Umbrella Excess Liability:

Over Primary insurance: (a)

1,000,000 Each Occurrence

Occurrence Policy:

\$1,000,000 Each Occurrence (applicable for asbestos related projects only)

If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2

11.1.2.2 Contractor shall not commence work at the site under this Contract until he obtained all required insurance and submitted appropriate certifications.

11.1.3 Add the following sentence after the last sentence of the Subparagraph 11.1.3:

Add the following sentence after the last sentence of the subparagraph 11.1.3 "If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable."

11.1.4, 11.1.5 & 11.1.6 Add the following new Subparagraphs:

11.1.4 Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (I) that such policy shall not be cancelled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least thirty (30) days prior written notice thereof and (ii) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner and the other Indemnified Parties shall have no obligation for the payment thereof, notwithstanding that Owner and the other indemnified Parties are named as additional insureds under the policy. Any insured property loss or claim of loss shall be adjusted by the Owner, and any settlement payments shall be made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Upon the occurrence of an insured loss or claim of loss, monles received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be submitted to a court of competent jurisdiction to determine ownership of the disputed amounts but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute, provided, however, the timing of the lawsuit shall not be governed by the Claims provision set out herein. Contractor shall not be responsible for any loss within the deductible area of the policy unless caused by Contractor's Intentional misconduct. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. Contractor shall obtain and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entitles who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or until no person or entity other than Owner has an insurable interest in the property required by this Paragraph to be covered, whichever is earlier,

11.1.5 Notwithstanding anything to the contrary herein contained, in the event that either Owner, Lender or Contractor incurs a loss by fire or other casualty, which fire or other casualty shall have been caused in whole or in part by the negligence or acts or omissions of the other party or the other party's agents, contractors, employees or servants, then, to the extent that the party incurring such loss is compensated by insurance coverage obtained (or required to be obtained) pursuant to the Contract Documents or any other insurance of Owner, Lender or Contractor applicable to the Project, that party hereby waives and releases any claim that it might have against the other party and the other party's agents, contractors, servants and employees; and no insurance company or other party shall have any rights against either Owner, Lender or Contractor by reason of any fire or casualty damage, either by subrogation, assignment or otherwise. This release shall apply to all claims caused by the

sole, joint or concurrent negligence of the releasing party. Owner shall cause the Lender to agree to this walver of subrogation provision in its agreement with the Lender relating to the Work.

11.1.6 In the event of any failure by Contractor to comply with the insurance requirements, Owner may, on ten (10) days written notice to Contractor, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that Owner shall have no obligation to do so and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

# 11.2.1 Delete the Subparagraph in its entirety and insert the following:

"An Owners' protective liability insurance policy shall be furnished by the Contractor which shall name the Owner as an insured with the above-stated minimum limits."

So long as any of the Work remains to be completed, Contractor shall carry and maintain in full force and effect Builder's Risk Insurance, which shall be provided on an "ali risk" completed value non-reporting form with a policy limit equal to one hundred percent (100%) 11.4.1 of the insurable replacement cost of the Work (excluding land value), and shall cover fire, explosion, tornado, flood/surface water, theft and other hazards, and shall provide coverage for materials and equipment stored away from the jobsite for use in Project construction, including coverage for said property in transit to the jobsite. Coverage will not include any tools or clothing of workmen or of any tools, equipment, proteofive fencing, scaffolding, temporary structures, forms and equipment, or other property owned, rented, or used by Contractor, any Subcontractors or Sub-Subcontractors and used in the performance of the Work, unless the value of such items is included in the Cost of the Work and such items are specifically identified in the Contract Documents, Owner shall not be liable or responsible for any loss or damage whatever to the items excluded in this paragraph and Contractor shall Indemnify Owner and hold Owner harmless from any claims or causes of action brought by any persons or parties as a result of loss or damage to such excluded items. In the event that it is necessary to operate permanently installed equipment on anything other than a testing basis, or in the event it is necessary for owner to occupy a part or the entirety of the Work, the Builder's Risk Insurance policy must be endorsed to permit same. Contractor must give Owner at least ten (10) days prior written notice concerning anticipated testing of equipment. The Builder's Risk premium is not included in the current budget for the Project.

# 11.4.1.1 After the last sentence of the Subparagraph, insert the following:

"The all risk policy shall be written using standard ISO forms incorporating a general change endorsement which grants permission for the project to be occupied and used with the insurance remaining in full force and effect until such time as the project has been accepted by the Owner. It shall include coverage for resultant damage from defective workmanship, materials and 'design, no coinsurance clause, coverage for site preparation, coverage for temporary structures, cribbing or falsework built on the construction site, and coverage for fences, scaffolding, construction forms and signs while at the construction site."

Delete subparagraphs 11.4.1.2, 11.4.1.3, and 11.4.1.5 in their entirety.

11.4.2 On the first line delete the word "Owner" and in its place insert "Contractor".

Delete subparagraphs 11.4.3 and 11.4.4 in their entirety.

- On the first line delete the word "Owner" and in its place insert "Contractor" and delete the word "Contractor" and insert in its place "Owner". On the last sentence delete the word "Contractor" and in its place insert "Owner. The original all risk insurance policy certificate shall be delivered to and left in the safekeeping of Owner, a certificate or copy being retained by the Contractor. All insurance provided under this section shall provide by endorsement or otherwise that the insured property may be occupied and that the insurance will remain in full force and effect until the project is fully accepted by the Owner."
- 11.4.9 Delete the subparagraph in its entirety.
- On the first line delete the remainder of the subparagraph starting with ", unless one of the parties in interest ..."
- Delete the subparagraph in its entirety and in its place insert "The Contractor shall furnish a Performance Bond and a Payment Bond, if required by the City of Frisco, as set forth in the Agreement. Any person or firm executing a bond upon the Contractor's Work under this Contract shall be deemed to have consented in advance to any changes in the Works made by order of Owner as set forth in Article 7; and any such changes made under these provisions shall in no way after or impair the obligations of the person or firm executing such bond. The amount of each bond shall be equal to 100 percent of the Contract Sum."

# Add these new Subparagraphs 11.5.1.1, 11.5.1.2, 11.5.1.3 and 11.5.1.4

- The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- 11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney, indicating the monetary limit of such power.
- 11.5.1.3 The Contractor shall provide each bond on the form provided in the Project Manual.
- 11.5.1.4 No sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation pending against the Owner during the term of this Contract. All bonds shall be executed by a corporate surety authorized to do business in the State of Texas. The surety company or companies furnishing the surety bonds for this Contract must show a Texas Department of Insurance underwriting limitation not less than the total amount of the Contract. Each bond shall be executed by the Contractor and the Owner. Should any surety be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor, and the Contractor shall immediately provide a new surety (complying with Article 11) acceptable to the Owner and at no additional cost to the Owner. This Contract shall not be valid nor will any payments be due or paid until approval of each bond by the Owner.

# ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1.1 Add the following language after each use of "Architect":

or Owner

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Add the following language after each use of "Architect": 12.1.2

or Owner

Add the following language after "Architect" in line 1: 12.2.1.1

or Owner

Add the following to the end of the second to last sentence: 12.2.2.1

except when emergency repairs are necessary to prevent further damage to the Work or damages to the Owner.

#### Delete in its entirety and insert the following: 12.2.2.3

A. The Contractor shall deliver to the Owner his written guarantee, made out to the Owner and in form satisfactory to the Owner, guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury from proper and usual wear, and agreeing to replace or re-execute without cost by the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of twelve (12) months from the date of final completion as certified by the Architect under this Contract and shall be consistent with Paragraph 11,10 of the Agreement. This guarantee must be furnished to the Owner and approved by him before acceptance and final payment is made.

- B. Contractor shall provide Owner with copies of all guarantees or warranties which have been made to the Contractor by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to the Owner, however, such assignment shall not relieve the Contractor of the responsibility stated in subparagraph (a) above in case of failure of subcontractors or supplies to fulfill the provision of such warrantles or guarantees,
- C. Neither the Final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the guarantee.

#### Add this new Subparagraph: 12,2,6

Owner shall have the right to operate equipment until defects are corrected and warrantles met, and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.

# ARTICLE 13: MISCELLANEOUS PROVISIONS

### Delete entire Subparagraph and replace it with the following: 13.2.2

Contractor may not assign this Contract or any portion hereof except with the prior written consent to Owner, provided, however, that in any event, Contractor shall not be relieved or released from any of its obligations or responsibilities hereunder. Subject to the foregoing limitations, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Delete the remainder of the subparagraph starting on second line "such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing 13,6,1

from time to time at the place where the Project is located" and in its place Insert "ten percent (10%) per annum". Add these new Paragraphs: The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract 13.7 Documents. This Contract is the joint product of the parties hereto, Each party hereto acknowledges and agrees that it enters into this Contract voluntarily, with advice of counsel, and that each party 13,8 hereto and their respective counsel have had opportunity to revise and have revised the language of this Contract by negotiation and bargaining, at "arms length." Consequently, in the construction and/or enforcement of this Contract, or any of its terms, the participation of any party in the drafting of this Contract shall not be construed, in any way, against such party. This Contract is for the sole benefit of the parties hereto, and is not intended to confer any right, nor is it intended to create any obligation with respect to any party that is not a signatory 13.9 or party to this Contract. Each signatory hereto represents that it has the authority to execute this Contract on behalf 13.10 of the respective named party. This Contract may be executed in multiple original counterparts, each of which shall be of 13.11 equal dignity. If either party places the enforcement of this Agreement, or any part hereof, or the exercise of any remedy herein provided, in the hands of an attorney who institutes an action or 13.12 proceeding upon the same (either by direct action or counterolaim), the non-prevailing party shall pay to the prevailing party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding or aution to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement or the merger of this Agreement into any judgment on · such instrument. ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT Delete in its entirety Subparagraph 14.1.1.4. 14.1.1.4 Delete in its entirety Subparagraph 14.1.2. 14.1.2 On the first line delete reference to Subparagraph 14.1.2. On the second line delete the word "seven" and in its place insert "fourteen (14)". On the third line delete the remainder of the 14.1.3 subparagraph starting with "and for proven loss with respect ..." On the third line from the bottom, delete the word "seven" and in its place insert "fourteen 14.1.4 (14)".

Add this new Subparagraph:

14.1.5

Any payment due to, or recovered by, Contractor under paragraphs 14.1.3 and 14.1.4 above shall not exceed the remainder, if any, after subtracting the total of the previous payments made by Owner to Contractor from the lesser of:

- the fair value (not Contractor's cost or profit) of the executed Work, or
- an amount determined by multiplying the contract price, as adjusted by change orders, times the percentage of Work completed. (b)
- At the end of the subparagraph delete the word "or". 14.2.1.3
- Add the word "or" at the end of this phrase, 14.2.1.4
- Add these new Subparagraph: 14.2.1.5,
- .5 Contractor becomes insolvent, or makes a transfer in fraud of creditors, or makes an 14.2.1.6, assignment
- for the benefit of creditors; 14.2.1.7
  - .6 Contractor files or has filed against it a petition under any chapter or section of the United Bankruptcy Code, as amended, or under any similar law or statute of the United States or 14.2.1.B any state thereof, or shall be adjudged bankrupt or insolvent in any legal proceeding; States
    - .7 a receiver or trustee is appointed for all or a significant portion of the assets of Contractor, or
    - .8 Contractor actually or constructively abandons, or puts Owner on actual or constructive notice that it intends to abandon, the Project.
  - Delete the words "upon certification by the Architect that sufficient cause exists to justify such action" and delete the words "subject to any prior rights of the surety" 14.2.2 and add the following:

After any termination of this Contract by Owner pursuant to this Subparagraph 14.2.2, Contractor shall not be entitled to any further payment except to the extent of any amount by which Work completed or installed by Contractor prior to such termination and not previously paid for by Owner exceeds the amount due by Contractor to Owner under this Paragraph 14.2.2 (Including all damages which Owner would be entitled to recover at law from Contractor by reason of Contractor's breach, subject to the waiver of consequential damages set out herein), and even then only at such time as the Work is finally completed. It is expressly agreed that pursuit by Owner of any one or more of the remedies provided herein or otherwise available at law or in equity shall not constitute an election of remedies by Owner, nor shall forbearance by Owner to enforce one or more of the remedies provided herein upon an event of default by Contractor be deemed or construed to constitute a waiver of such default.

- Delete the last sentence beginning with "Upon request of ...."
- Delete in the last sentence the phrase "the amount to be paid to the Contractor or 14,2,2,3 Owner, as the case may be, shall be certified by the Architect." 14.2.4
- Add this new Subparagraph: 14.2.5

It is recognized that: (1) if an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Bankruptcy Code, (2) if any other similar order is entered under any other debtor relief laws, (3) if Contractor makes a general assignment for the benefit of its creditors, (4) if a receiver is appointed for the benefit of its creditors, or (5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents, Accordingly, it is agreed that upon the occurrence of any such event, Owner shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Fallure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Contract Documents and to the accompanying rights set forth above in Subparagraphs 14.2.1 through 14.2.4 hereof. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be backcharged against the Contract Sum.

- Delete the phrase "Adjustment of the Contract Sum shall include profit." 14.3.2
- Add the following to the end of the Subparagraph 14.4.1

upon giving the Contractor three (3) days' notice of its intention to do so.

Delete end of paragraph following the phrase "for Work executed" and in its place add "on same basis provided in Subparagraph 14.1.3." 14.4.3

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